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KEEPING FOREIGN CORRUPTION OUT OF THE UNITED STATES: FOUR CASE HISTORIES

HEARING

BEFORE THE

PERMANENT SUBCOMMITTEE ON INVESTIGATIONS

OF THE

COMMITTEE ON
HOMELAND SECURITY AND
GOVERNMENTAL AFFAIRS
UNITED STATES SENATE

ONE HUNDRED ELEVENTH CONGRESS

SECOND SESSION

VOLUME 2 OF 2

FEBRUARY 4, 2010

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86. American University correspondence to the U.S. Department of Education, January 2010, re: Foreign tranfers *(. . . we are reporting the following foreign gifts and contracts which exceeded $250,000 for the period July 1, 1993 through December 31, 2009.)* 744

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87. 2005 Bank of America's Global Anti-Money Laundering Unit reviews of account of Sonia M. Falcone, Pierre Falcone and the business entity named Monthigne Corp. *(Although Mr. Falcone appears to have been involved in the dealing and sale of Arms, the activity for the accounts at Bank of America shows activity that is normal for this type of high profile customer.)* 746
88. Banco Nacional De Angola *Funding Agreement* between MAS Inc. (Mehenou S. Amouzou, President) and Banco Nacional de Angola, dated February 2001 750

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89. Banco Nacional de Angola correspondence to Mehenou Amouzou (MSA Inc.), dated January 2002, *(. . . your mandate as Advisor to the Government of Angola. In your capacity as Advisor you are entitled to deal with public or private entities in order to achieve the agreed and stated objectives.)* 754
90. Minutes of the Special Meeting, Board of Directors, MSA Inc., dated July 2002, *(The Board has agreed that Dr. Aguinaldo Jaime be appointed the Acting Special CFO as an overseer of the Fifty Million Dollars to be deposited in an International Prime Bank.)* 755
91. Bank of America wire transfer documents, dated June 2002, Originator: *BNA Oil Taxes y Royalties; Amount: $50,000,000 USD; Deposit To Secure Fnd'ing Fro [sic] Humanitarian Projects in Angola* 757
92. Citibank London June 2002 query to Banco Nacional de Angolo regarding $50,000,000 transaction, *(Citibank and its overseas branches are bound by US Government requirements to comply with US Government sanctions regarding payments to specific countries, individuals and entities. Our compliance department has requested that we contact you . . . to obtain further information concerning . . . MSA.)* . . . Aguinaldo Jaime responded, *(MSA stands for Mehenou Satou Amousou Inc., which is an American company specialized in management and investment, headquartered in California, San Diego. Its president is Dr. Mehenou Satou Amouzou. The 50 million deposit is a colateral* [sic] *to guarantee a humanitarian funding for development projects for the Republic of Angola.)* 759
93. Bank of America signature card for MSA Inc., dated June 2002, signed by Mehenou Amouzou and Aguinaldo Jaime (Banco Nacional de Angolo) 762
94. Bank of America internal email, dated June 2002, re: *Assistance (. . . could you please ensure that the money* [$50 million] *stays frozen . . .)* while investigating origins of funds 763
95. Banco Nacional de Angola correspondence to Bank of America, dated June 2002, re: return of $50 million 765
96. Citi correspondence to the Permanent Subcommittee on Investigations, dated August 2007, forwarding January 2003 memorandum recommending closure of Banco Nacional de Angola account 766
97. Wire transfer, dated 7/26/02, Banco Nacional de Angola account at Equator Bank Limited Nassau 768
98. MSA Inc. correspondence to Stanley Wayland, European American Investment, dated August 2002, *(The instruction has been giving* [sic] *to HSBC to purchase the $50M US Treasury Bills as soon as possible and I was assured it would be done on Monday and no later than Tuesday of this week in London.)* 769
99. MSA Inc. fax to Euro American Investment, dated August 2002, re: *Typed Copy of Swift (HSBC London advise the Angola government to protect their asset by opening an Offshore account on behalf of Banco Nacional De Angola in Bahamas. . . .)* 770
100. Euro-American Investments Information Summary, dated August 2002, *(These funds were received from the Central Bank of Angola for and on behalf of the Angolan Government to manage these funds and for Euro-American Investments to generate a profit, monitor and invest in Angola for the support the people of Angola both with regard to the infrastructure of Angola, food, health, welfare, social services, low cost housing, medical care, aids, et al.)* 771
101. *Banco Nacional de Angola Letter of Authority to Euro-American Investment LLC* and Banco Nacional de Angolo message to HSBC Equator Bank/London, dated August 2002, *(Please purchase in our name and on our behalf United States Treasury bills . . . in an aggregate amount of Fifty Million United States Dollars. . . .)* 778
102. Email from Stanley Wayland to Jan Heger, dated August 2002, re: *Treasury Bill (The Central Bank of Angola is the client and owner of the funds and therefore, do not need to answer HSBC's questions about why they must transfer the T-Bill to Wells Fargo.)* 780
103. Banco Nacional de Angola *Deed of Assignment* of $49,994,363 of U.S. Treasury Bills to Euro-American Investments LLC, dated August 2002 .. 782
104. HSBC Statement of Assets as of August 14, 2002 for Banco Nacional de Angola, Total: $49,994,363.37 783

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105. HSBC Bank wire transfer instructions from Aguinaldo Jaime, dated 9/11/02, *(This is my authority for you to transfer the described Treasury bearing cusip . . . to Jan Morton Heger, Wells Fargo Securities . . .)* 784
106. HSBC Bank internal email, dated September 2002, re: *Tbills (. . . regarding the transfer of BNA's Treasury Bills, I will be delivering the securities to the account of Jan Morton Heger at Wells Fargo Bank . . .)* 785
107. Wells Fargo Online Brokerage statement for Jan Morton Heger, dated September 13, 2002, reflecting a $49,927,229.60 Total Account Value 786
108. HSBC Bank wire transfer instructions from Aguinaldo Jaime, dated 9/20/02, Amount: $50,749,000 787
109. Banco Nacional de Angola correspondence to HSBC, dated October 2002, re: Canceling transfer 788
110. HSBC correspondence to Aguinaldo Jaime, dated November 2002, re: Safekeeping Receipt 791
111. HSBC internal email, dated November 2002, re: *HSBC Equator and Central Bank of Angola (Maybe, you could investigate about the above company (in such a way that neither BNA or them know we are doing so), and hopefully the information obtained would give us all the peace of mind that we can continue to assist BNA in the implementation of, what they firmly believe, an important accomplishment for Angola.)* ... 792
112. HSBC internal email, dated October 2000, re: *Banco Nacional de Angola (BNA) (We are currently holding the funds at HEQB but know that BNA prefers to keep their deposits in an offshore account to avoid possible Mareva injunctions. It is for this reason that we approached HSBC Nassau, with whom EBL shares an office.)* 795
113. HSBC Equator internal fax, dated October 2000, re: *Banco Nacional de Angola (BNA) (. . . Deposits with the Bahamas are not subject to the Mareva injunctions associated with the U.K.)* 797
114. HSBC internal email, dated March 2006, re: *Banco Africano de Investimento (Please provide us with background information on all owners with 5% or more shares in the bank.)* 801
115. HSBC internal email, dated October and December 2006, re: *Banco Africano de Investimentos (I understand that we have been waiting from [sic] some crucial KYC information from this client for some while—they should understand that having accommodated them in this way they should be more responsive to our KYC Inquiries.)* 802
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117. HSBC internal email, dated December 2006, re: *Banco Africano de Investimentos outstandings (The above shareholders were created as special purpose vehicles and there are various individuals with interests in these firms.)* 807
118. HSBC internal email, dated February 2007, re: *BAI AML practices (As discussed, please pull whatever strings and obtain a copy of the AML policy and your English translation where relevant (use our AML questionnaire as a guide.)* 810
119. HSBC "Know Your Customer" questionnaire for account of Banco Africano de Investimentos, undated 812
120. HSBC internal email, dated May 2006, re: *Banco Africano de Investimentos (There is no AML monitoring taking place but we can get a report on a regular basis that would show us all the cardholders and their activity.)* 815
121. HSBC internal email, dated May 2007, re: *BAI Shareholder Information (. . . I'm satisfied with the answers on ownership.)* 817
122. HSBC internal email, dated April 2007, re: *BAI, Angola (Ordinarily partial ownership by a state owned oil company would be a point of interest and little more but the fact that this information is so deeply buried and you had to really fight to obtain details of ownership of Sforza, Dabas and Arcinella suggests a desire to veil the bank's ownership for reasons that I do not understand . . .)* 818
123. HSBC Call Report, dated April 2007, re: *Banco Africano de Investimentos (TG was reminded that additional details on the SPVs/shareholding were outstanding.)* 819
124. HSBC certification regarding correspondent accounts for foreign banks for the account of BAI, dated September 2002 821

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KEEPING FOREIGN CORRUPTION OUT OF THE UNITED STATES: FOUR CASE HISTORIES—VOLUME 2

= Redacted by the Permanent Subcommittee on Investigations

Escrow Report

Registration Nbr	Serial Nbr	Reference	Escrow Agent
11B	669	TEODORO NGUEMA OBIANG	KW

From/To	Transaction Date	Amount In	Amount Out
FX EUROS - EUROS IN - UBS LONDON	3/23/2006	$3,912,504.94	
FX EUROS - EUROS OUT TO US$	3/23/2006		$3,912,504.94
FX UBS LONDON - EUROS TO US$	3/23/2006	$4,728,262.22	
IBC WIRE - MCAFEE AND TAFT ESCROW	3/23/2006		$4,723,262.22
IBC CH[redacted]ATS	3/31/2006		$5,000.00
RET IBC WIRE - MCAFFEE & TAFT PER BNF REQ	4/13/2006	$4,723,262.22	
	Totals	$13,364,029.38	$8,640,767.16
	Balance		$4,723,262.22

Thursday, April 20, 2006

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PSI-Insured_Aircraft-01-0225

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 546

00225

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568401.555

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00034 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

Ebony Shine International Limited

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION
BLUE SAPPHIRE SERVICES LIMITED ("Seller")
INSURED AIRCRAFT TITLE SERVICE INC ("IATS")

28th June 2006

Dear Sirs

Gulfstream G-V aircraft MSN 669

We refer to the Aircraft Sale and Purchase Agreement dated 28th June 200 between Seller and ourselves, as amended by the Aircraft Sale and Purchas Amendment Agreement dated 28th June 2006 between Seller, ourselves an IATS, and the Aircraft Sale and Purchase Second Amendment Agreement date 2006 between Seller, ourselves and IATS.

We confirm that the inspection referred to in Clause 4 of the Aircraft Sale an Purchase Agreement has been satisfactorily completed and all airworthines discrepancies have been corrected.

Yours faithfully

TEODORO NOVEMB

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 547

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FORM OF ACCEPTANCE CERTIFICATE

THIS ACCEPTANCE CERTIFICATE is delivered on the date set out below by **EBONY SHINE INTERNATIONAL LTD.**, (the "**Purchaser**") to WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, a national banking association organised under the laws of the United States of America with its business office at 299 South Main Street, Salt Lake City, Utah 84111, U.S.A., not in its individual capacity but solely as owner trustee pursuant to a Trust Agreement (669) dated as of 30 June 2005, for the benefit of BLUE SAPPHIRE SERVICES LIMITED (the "**Seller**"), pursuant to the Aircraft Sale and Purchase Agreement dated March 2006 between Purchaser and Seller in respect of the aircraft described below (the "**Agreement**"). Capitalised terms used in this Certificate shall have the meanings given to such terms in the Agreement. The Purchaser hereby confirms to Seller that:

(a) Purchaser has on 28 June 2006 accepted the Gulfstream G-V aircraft with manufacturer's serial number 669 and the two installed BMW Rolls Royce engines with serial numbers 11447 and 11379 respectively in accordance with the provisions of the Agreement;

(b) Purchaser has received the Documentation and loose equipment listed in the attached annex; and

(c) the Aircraft is in the Delivery Condition and the Aircraft and the Documentation are in all respects and for all purposes satisfactory to the Purchaser.

Date: 28/06/06

Signed by TEODORO NGUEMA
For and on behalf of
EBONY SHINE INTERNATIONAL LTD.

BSSL000369

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568401.557

Dunn, Teena

From: Dick Brown [dick@twaircraft.com]
Sent: Wednesday, June 28, 2006 7:32 AM
To: Kirk Woford
Cc: McCreary, Scott D.; Dunn, Teena; Christi Yowll - Insured Aircraft; Christine Nasrallah; eric duret
Subject: Closing on GV S/N 669

Dear Mr. Woford

We have today completed the signing of all documents involved in the sale of the GV S/N 669 to Ebony Shine. All documents from todays signing will be transmitted to you within the next hour in PDF format.

A Second Amendment to the Sale and Purchase Agreement has been signed and requires your signature. Please note the provisions of Article 2 and 3 which requires a 48 hour hold on the Transfer of Title to allow the aircraft to be flown from Singapore to Basel, Switzerland.

Can you liase with Scott McCreary at McAfee & Taft who is holding the documents necessary to release the security filed on the aircraft.

Regards
Dick Brown
Blue Sapphire

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 548

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00036 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.558

Subject: RE: S/N 669
From: <friedrich.weissmann@jetaviation.ch>
Date: Thu, 6 Jul 2006 17:31:31 +0200
To: <dick@twaircraft.com>, <kwoford@insuredaircraft.com>, <arnold.freund@jetaviation.ch>, <stephan.forte@jetaviation.ch>
CC: <irma.soewardi@b-sapphire.com>, <cnasral@eduret.com>, <eduret@eduret.com>, <marianna@twaircraft.com>, <nina@twaircraft.com>

We ALL have an interest to register in Cayman ASAP, but it does unfortunately take some time, that's the problem.
Let's see what Arnold says.
Regards,
Fred

From: Dick Brown [mailto:dick@twaircraft.com]
Sent: Donnerstag, 6. Juli 2006 16:53
To: Weissmann, Friedrich; kwoford@insuredaircraft.com; Freund, Arnold; Forte, Stephan
Cc: Irma Soewardi; cnasral@eduret.com; eduret@eduret.com; Marianna Elias; Nina Safarina
Subject: Re: S/N 669

Dear All

Our position is that we want it de-registered immediately. Until this is done, we don't see that Ebony Shine has good title to the aircraft, so they should also want it done now.

Regards
Dick

---- Original Message ----
From: friedrich.weissmann@jetaviation.ch
To: dick@twaircraft.com ; kwoford@insuredaircraft.com ; arnold.freund@jetaviation.ch ; stephan.forte@jetaviation.ch
Cc: cnasral@eduret.com ; eduret@eduret.com ; marianna@twaircraft.com ; nina@twaircraft.com
Sent: Thursday, July 06, 2006 9:16 PM
Subject: RE: S/N 669

Attn Dick: correct, we are about to register 669 in Cayman (VP-C..), but that will take roughly 3-4 weeks. So the issue to be discussed between our technical people (Arnold FREUND / Stephan FORTE) and yourself will probably be the timing, i.e. when that change should take place (Deregistration).

Attn AF/SF: please reply directly and take up the direct dialogue with Dick Brown and Kirk Woford (cc all others) with regards to thisissue.

Regards,

Fred

----Original Message----

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 549

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00037 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.559

From: Dick Brown [mailto:dick@twaircraft.com]
Sent: Donnerstag, 6. Juli 2006 15:58
To: Kirk Woford
Cc: Christine Nasrallah; eric duret; Weissmann, Friedrich; Marianna Elias; Nina Safarina
Subject: Re: S/N 669

I understand that the aircraft will be moved to the Cayman Registry.

The aircraft is being Managed by Jet Aviation and I am copying Fried Weissman at Jet Aviation so that he may confirm this directly to you.

When you get Fried's confirmation please go ahead and de-register the aircraft and effect the title transfer.

Regards
Dick

—— Original Message ——
From: "Kirk Woford" <kwoford@insuredaircraft.com>
To: "Dick Brown" <dick@twaircraft.com>
Sent: Thursday, July 06, 2006 8:51 PM
Subject: Re: S/N 669

> Kirk is out of the office until next Tuesday. He let me know that we were
> waiting to see what country the aircraft was being exported to before we
> file the request to deregister. Do you know what country and if so do you
> want me to go ahead and file the deregistration request?
> Chandra Ramirez
>
> Dick Brown wrote:
>
>> Kirk
>>
>> Can you confirm when you have filed all the documents with the FAA and
>> the aircraft is de-registered.
>>
>> Regards
>> Dick
>>
>> —— Original Message —— From: "Kirk Woford"
>> <kwoford@insuredaircraft.com>
>> To: "Dick Brown" <dick@twaircraft.com>
>> Sent: Thursday, July 06, 2006 1:54 AM
>> Subject: S/N 669
>>
>>
>>> Dick:

00184

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00038 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.560

RE: S/N 669

>>> Has payment been received?
>>> Please let me know.
>>> Thanks,
>>> Kirk Woford
>>>
>>
>>
>

--
This message has been scanned for viruses and
dangerous content by MailScanner, and is
believed to be clean.

ph44585 on D330-44585-7600 with DISTILLER

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568401.561

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Subj: **Fwd: Contacts Jet Aviation**
Date: 10/8/2007 11:37:13 A.M. Pacific Daylight Time
From: LinaRomo21
To: MIKEBERGER

In a message dated 10/7/2007 9:34:10 A.M. Pacific Daylight Time, friedrich.weissmann@jetaviation.ch writes:

> Could you also advise your own full name / contacts as well including Mobile phone etc.? Thank you!
>
> Best regards,
>
> Jet Aviation Business Jets AG
> Friedrich Weissmann
> Director of Sales Middle East, Asia, Africa, Latin America
> P.O. Box 232
> CH-8058 Zurich-Airport / Switzerland
> Tel. +41 58 158 8760
> Fax +41 58 158 8705
> mailto:friedrich.weissmann@jetaviation.ch
> www.jetaviation.com
>
> <<JBJA CTCTS OCT 2007.pdf>>

All the best,

Lina Romo

See what's new at AOL.com and Make AOL Your Homepage.

Forwarded Message:
Subj: **Contacts Jet Aviation**
Date: 10/7/2007 9:34:10 A.M. Pacific Daylight Time
From: friedrich.weissmann@jetaviation.ch
To: linaromo21@[redacted]
CC: arnaudrp@yahoo.fr, teono@[redacted]
Sent from the Internet (Details)

Dear Lina,

Somehow, we have not had contact yet but I can see from a message from Peter Rice to you, you are familiar with the present Cockpit and cabin crew of N51FL which serves as interim aircraft. As you probably know, Teodoro N'Guema Obiang's own aircraft (also a Gulfstream V with the Registration VP-CES) is now in a cabin refurbishment in Geneva and should be finished and back in operation on October 21.

Attached, please find a list of pertinent contacts in Zurich in case you are ever lost… don't hesitate to contact me as well if I can be of any assistance.

As Peteer Rice said, it is critical for the very long flights that the Crew is not too early at the airport(s) waiting because the duty time might be affected.

Permanent Subcommittee on Investigations
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ERGER

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568401.562

Contacts Jet Aviation

Could you also advise your own full name / contacts as well including Mobile phone etc.? Thank you!

Best regards,

Jet Aviation Business Jets AG
Friedrich Weissmann
Director of Sales Middle East, Asia, Africa, Latin America
P.O. Box 232
CH-8058 Zurich-Airport / Switzerland
Tel. +41 58 158 8760
Fax +41 58 158 8705
mailto:friedrich.weissmann@jetaviation.ch
www.jetaviation.com

<<JBJA CTCTS OCT 2007.pdf>>

Confidential Treatment Requested

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568401.563

U.S. Department of Homeland Security
Washington, DC 20229

U.S. Customs and
Border Protection

Deputy Commissioner

January 6, 2010

The Honorable Carl Levin
United States Senate
Washington, DC 20510

Dear Senator Levin:

Thank you for your December 3, 2009 letter requesting that U.S. Customs and Border Protection (CBP) provide information relating to a Gulfstream G-V aircraft, registration VP-CES.

We have enclosed a listing of the arrivals and departures recorded for this aircraft. Please be aware that CBP began recording departures for private aircraft in May 2009, and prior to that time, only records of arrivals for private aircraft were recorded.

Thank you for your interest in U.S. Customs and Border Protection. Should you need additional assistance, please do not hesitate to contact Michael J. Yeager, Assistant Commissioner, Office of Congressional Affairs at (202) 344-1760. Thank you again for your letter, and for your interest in this important matter.

Sincerely,

David V. Aguilar
Acting Deputy Commissioner

Enclosure

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 551

PSI-CBP-01-00001

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00042 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
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ph44585 on D330-44585-7600 with DISTILLER

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PSI-CBP-01-00002

Date	Type of Movement	Arrival Airport	Departure Airport	Owner	Address	City	State	Country
Monday, January 15, 2007	Arrival	KLAX - Los Angeles International Airport	LSGG - Geneva/Cointrin, Switzerland	Jet Aviation Business Jets	DAFZ Suite #3-109	Dubai		AE
Sunday, February 18, 2007	Arrival	KTUS - Tuscon International Airport	Unknown	Jet Aviation	P.O.Box 54552	Dubai		AE
Thursday, February 22, 2007	Arrival	KTUS - Tuscon International Airport	SBGL - Rio De Janeiro/Intl, Galeao, RJ, Brazil	Jet Aviation	P.O.Box 54552	Dubai		AE
Wednesday, February 28, 2007	Arrival	KTUS - Tuscon International Airport	SBGR - Sao Paolo/Intl, Guarulhos, SP, Brazil	Jet Aviation	PO Box 54552	Dubai		AE
Friday, March 30, 2007	Arrival	KSAV - Savannah International Airport	GCTS - Tenerife Sur/Roma Sofia Spain, Canary Islands	Ebony Shine International	PO Box 2504	George Town	GC	CI
Thursday, October 25, 2007	Arrival	KYUM - Yuma International Airport	SBEG - Manaus/Eduardo Gomes, AM, Brazil	Ebony Shine International	Scotia Center 4th Floor POB 2504 G.T.	George Town		KY
Sunday, December 16, 2007	Arrival	KLAX - Los Angeles International Airport	OMDB - Dubai, United Arab Emirates	Ebony/Shine International	PO Box 2504 G.T. Scotia Center	George Town Islands		KY
Friday, January 04, 2008	Arrival	KMIA - Miami International Airport	SBGL - Rio De Janeiro/Intl, Galeao, RJ, Brazil	Ebony Shine Int	PO Box 2504 G.T. Scotia Center	Georgetown		KY
Sunday, February 17, 2008	Arrival	KMIA - Miami International Airport	MUHA - Habana/Jose Marti, Cuba	Ebony Shine International	P.O.Box 2504 G.T. Scotia Center 4th Fl	George Town		KY
Wednesday, March 26, 2008	Arrival	KMIA - Miami International Airport	GVAC - Amilcar Cabral Intl./Sal Islands, Cape Verde	Ebony Shine International	PO Box 2504 G.T. Scotia Center 44 Floo	Georgetown		KY
Wednesday, May 28, 2008	Arrival	KLAX - Los Angeles International Airport	LFPB - Paris/Le Bourget, France	Ebony Shine International LTD.	Scotia Center, 4th Floor	George Town	GC	KY
Friday, June 06, 2008	Arrival	KLAX - Los Angeles International Airport	LFPB - Paris/Le Bourget, France	Ebony Shine International LTD	P.O.Box 2504 G.T. Scotia Town	George Town / Grand Cayman		KY
Thursday, July 31, 2008	Arrival	KLAX - Los Angeles International Airport	LFPB - Paris/Le Bourget, France	Ebony Shine International	Scotia Center - 4th Floor	Georgetown		KY
Sunday, August 17, 2008	Arrival	KYUM - Yuma International Airport	MDSD - Santo Domingo/De Las Americas Intl., Dominican Republic	Ebony Shine International	Scotia Center 4th floor	Georgetown	GC	CI
Saturday, November 08, 2008	Arrival	KLAX - Los Angeles International Airport	LFPB - Paris/Le Bourget, France	Ebony Shine International	Scotia Center 4th floor	Georgetown		KY
Friday, November 14, 2008	Arrival	KYUM - Yuma International Airport	MMUN - Cancun, YU, Mexico	Ebony Shine International	Scotia Center 4th floor	Georgetown	GC	KY
Saturday, December 27, 2008	Arrival	KLAX - Los Angeles International Airport	Unknown	Ebony Shine International	PO Box 2504 G.T. Scotia Center 4th FLR	Georgetown		KY
Monday, January 12, 2009	Arrival	KPBI - Palm Beach International Airport	TFFG - St. Martin/Grand Case, Guadalupe (FR ANT)	Ebony Shine INT	Georgetown	Georgetown		KY
Wednesday, January 21, 2009	Arrival	KYUM - Yuma International Airport	TNCM - Philipsburg, Sint Maarten I.Netherlands Antilles	Ebony Shine International LTD	PO Box 2504 GT Scotia Center	George Town/Grand Cayman		KY
Wednesday, March 04, 2009	Arrival	KLAX - Los Angeles International Airport	LFPB - Paris/Le Bourget, France	Ebony Shine Int	POB 2504 Scotia Center 4th Floor	George Town		KY
Tuesday, April 07, 2009	Arrival	KLAX - Los Angeles International Airport	LFPB - Paris/Le Bourget, France	Ebony Shine International LTD	P.O. Box 2504 G.T. Scotia Center	George Town		CY
Tuesday, April 14, 2009	Arrival	KLAX - Los Angeles International Airport	LFPB - Paris/Le Bourget, France	Ebony Shine Intl. LTD	P.O. Box 2504 GT Scotia Ct		UN	KY
Tuesday, May 05, 2009	Arrival	KYUM - Yuma International Airport	MDSD - Santo Domingo/De Las Americas Intl., Dominican Republic	Ebony Shine International LTD	P.O. Box 2504 GT Scotia Center	George Town/Grand Cayman		KY
Monday, May 18, 2009	Arrival	KLAX - Los Angeles International Airport	LFMN - Nice/Cote D'azur, France	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Tuesday, May 19, 2009	Departure	LFMN - Nice/Cote D'azur, France	KLAX - Los Angeles International Airport	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Tuesday, May 26, 2009	Arrival	KLAX - Los Angeles International Airport	LFMN - Nice/Cote D'azur, France	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Wednesday, May 27, 2009	Departure	LFPB - Paris/Le Bourget, France	KLAX - Los Angeles International Airport	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Sunday, June 21, 2009	Arrival	KTEB - Teterboro Airport	LFPB - Paris/Le Bourget, France	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Tuesday, June 23, 2009	Departure	LSGG - Geneva/Cointrin, Switzerland	KTEB - Teterboro Airport	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Friday, July 03, 2009	Arrival	KLAX - Los Angeles International Airport	TXKF - Bermuda Mas, Bermuda (UK)	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Tuesday, July 14, 2009	Departure	SBBR - Brasilia/Intl. Airport, DF, Brazil	KLAX - Los Angeles International Airport	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Friday, August 21, 2009	Arrival	KLAX - Los Angeles International Airport	LFPB - Paris/Le Bourget, France	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Sunday, August 30, 2009	Departure	TXKF - Bermuda Mas, Bermuda (UK)	KLAX - Los Angeles International Airport	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Wednesday, September 09, 2009	Arrival	KYUM - Yuma International Airport	SBCF - Belleo Horizonte/Confines, MG, Brazil	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Sunday, September 13, 2009	Departure	SBCF - Belleo Horizonte/Confines, MG, Brazil	KLAX - Los Angeles International Airport	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Tuesday, September 15, 2009	Arrival	KMIA - Miami International Airport	SBCF - Belleo Horizonte/Confines, MG, Brazil	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM

ph44585 on D330-44585-7600 with DISTILLER

Date	Type of Movement	Arrival Airport	Departure Airport	Owner	Address	City	State	Country
Friday, September 25, 2009	Departure	LFPB - Paris/Le Bourget, France	KTEB - Teterboro Airport	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Saturday, September 26, 2009	Arrival	KLAX - Los Angeles International Airport	LSGG - Geneva/Cointrin, Switzerland	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM
Tuesday, November 03, 2009	Departure	LPPT - Lisboa, Portugal	KLAX - Los Angeles International Airport	Ebony Shine International LTD	Grand Cayman	Grand Cayman		CYM

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[redacted] = Redacted by the Permanent Subcommittee on Investigations

WACHOVIA

Jim DeFazio/RMG/WACH
01/17/2007 07:06 AM

To CaseLinks@WACHOVIA
cc
bcc
Subject EXTERNAL REFERAL - HIGH PRIORITY

Macie / Jackie

Please open a HIGH priority case on Teodoro NGUEMA OBIANG who is not a Wachovia customer, but is a customer of our correspondent bank BANQUE DE FRANCE, PARIS, FRANCE. The CDI follows:

BANQUE-CDI.pdf

Jim DeFazio
AML Investigative Services
Regulatory Risk Management
704-427-8415
704-427-8403 Fax

The contents of this e-mail (including any attachments) are confidential. If you are not the intended recipient of this e-mail, any disclosure, copying, distribution or use of its contents is strictly prohibited, and you should please notify the sender immediately and then delete it (including any attachments) from your system.

----- Forwarded by Jim DeFazio/RMG/WACH on 01/17/2007 06:58 AM -----

"Moran, Walter A"
<Walter.A.Moran@dhs.gov>
01/16/2007 03:28 PM

To <jim.defazio1@wachovia.com>
cc
Subject Information Request

Jim:

It was good speaking with you earlier. Per our phone converstaion, I am enclosing the following information in an effort to track the originating institution and account number for several wire transfers to Bank of America, that were routed through Wachovia by Teodoro NGUEMA OBIANG to an escrow account managed by law firm Mcafee & Taft:

4/5/06 $2,574,975 Sender Ref # from Wachovia is [redacted] with Originating Ref # of [redacted] to Bank of America Acct # [redacted]

4/10/06 $2,574,975 Sender Ref # from Wachovia is [redacted] with Originating Ref # of S [redacted] to Bank of America Acct # [redacted]

4/10/06 $5,150,000 Sender Ref # from Wachovia is [redacted] with Originating Ref # of S [redacted] to Bank of America Acct # [redacted]

BF-F00007

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 557

ph44585 on D330-44585-7600 with DISTILLER
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568401.567

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Any light you can shed on the originating bank of these transactions would be greatly appreciated. If you have any questions, I can be reached via cell at 786[redacted]

Thanks again for your help.

Walter A. Moran
Senior Special Agent
Department of Homeland Security
Office of Investigations, SAC Miami
8075 NW 53 Street
Miami, FL 33166
Cell 786[redacted]

BF-F00008

ph44585 on D330-44585-7600 with DISTILLER

568401.568

A Monsieur le Procureur de la République
Près le Tribunal de Grande Instance de Paris

PLAINTE

1/ TRANSPARENCE INTERNATIONAL France, association régie par la loi du 1er juillet 1901, dont le siège social est sis 2 bis, rue de Villiers 92300 Levallois-Perret, prise en la personne de son Président, Monsieur Daniel LEBEGUE ;

2/ Béatrice Miakakela épouse Toungamani, domiciliée 28 Avenue des fleurs à Stay (45), de nationalité franco- congolaise ;

3/ Abdoul Aziz Maiga, domicilié 6 Rue Salvador Allende à Nanterre (92), de nationalité franco – congolaise ;

4/ Gregory Ngbwa Mintsa, domicilié BP 2415 à Libreville (Gabon), de nationalité gabonaise.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 584

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ONT L'HONNEUR D'EXPOSER LES FAITS SUIVANTS

1/ Depuis de très nombreuses années, différents observateurs ont recueilli un certain nombre d'informations faisant état du fait que des dirigeants d'Etats africains ou certains membres de leur famille avaient, alors qu'ils étaient en fonction ou postérieurement, acquis ou fait acquérir des biens immobiliers sur le territoire français.

Il est certain également que, pour partie, ces mêmes dirigeants africains ont plus ou moins simultanément constitué des patrimoines mobiliers, c'est-à-dire ont logé des avoirs bancaires en France, auprès de banques françaises et/ou de banques étrangères ayant des activités en France.

2/ Il est également certain et non contestable que différents Etats africains, ces dernières années, n'ont pas hésité, à la suite de successions de régimes, à lancer des commissions rogatoires internationales et plus généralement, à requérir l'entraide de la communauté internationale, pour solliciter, parfois avec succès, le rapatriement au profit des trésors publics nationaux concernés des avoirs bancaires détournés par ceux des dirigeants africains qui avaient été démis de leurs fonctions ou avaient perdu des élections, voire même qui étaient décédés.

On pense notamment aux démarches entreprises par le gouvernement nigérian, s'agissant des avoirs bancaires détournés, pour un montant considérable, par l'ancien Président Sani Abacha, ceci n'étant rappelé qu'à titre d'exemple.

Ces mêmes démarches judiciaires ont non seulement visé les avoirs bancaires ainsi détournés, mais ont eu également pour objet de tenter d'identifier le ou les biens immeubles acquis par ces mêmes dirigeants africains.

Il est vrai que ces démarches n'ont pas toujours été couronnées de succès, tant les propriétaires réels ou apparents de ces patrimoines immobiliers ont eu le souci de s'entourer, de façon très prudentielle, d'un certain nombre de précautions pour tenter d'opacifier la réalité de la propriété de ces biens et leurs modalités de financement.

Néanmoins, les associations soussignées, à la suite de différentes enquêtes qu'elles ont effectuées ou en collationnant des informations recueillies par différents observateurs, ces dernières années, ont pu établir la preuve, ou en tous les cas la très grande probabilité, de la détention sur le territoire français et notamment à Paris, de biens immobiliers parfois d'une très grande valeur par des dirigeants africains toujours en fonction et par certains membres de leur famille.

Elles ont pu également acquérir cette preuve s'agissant de biens immobiliers qui étaient détenus précédemment par les dirigeants déchus ou décédés et dont la propriété est automatiquement revenue à leurs ayants droits.

3/ Quelque soit le mérite de ces dirigeants et leurs compétences, personne ne peut croire sérieusement que ces biens immobiliers, dont la valeur est aujourd'hui pour certains d'entre eux de l'ordre de plusieurs millions d'euros, ont pu être acquis par le seul fruit de leurs rémunérations.

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Cette observation est encore plus valable s'agissant des membres de la famille de ces dirigeants africains, lorsqu'ils apparaissent comme propriétaires d'un certain nombre de biens puisque, dans bien des cas, ils sont sans profession ou leur profession est ignorée.

Il existe, à l'égard de certaines infractions telles le blanchiment une présomption légale de commission de l'infraction lorsqu'une personne ne peut justifier des ressources correspondant à son train de vie. (V. par exemple, Cass. crim., 30 oct. 2002, n°01-83.852)

De manière parallèle, en matière d'abus de bien sociaux, il est admis que des fonds sociaux prélevés par le dirigeant social l'ont nécessairement été dans son intérêt personnel s'il n'est pas justifié qu'ils ont été utilisés dans le seul intérêt de la société (V. par exemple, Cass. crim., 11 janv. 1996, n°95-81.776).

Un tel raisonnement peut être appliqué, par analogie, pour un chef d'Etat, à l'égard du délit de détournement de biens publics ou de recel de détournement de biens publics.

Il est rappelé que le délit de détournement de biens public est prescrit et réprimé par l'article 432-15 du Code pénal qui énonce que :

> *« Le fait, par une personne dépositaire de l'autorité publique ou chargée d'une mission de service public, un comptable public, un dépositaire public ou l'un de ses subordonnés, de détruire, détourner ou soustraire un acte ou un titre, ou des fonds publics ou privés, ou effets, pièces ou titres en tenant lieu, ou tout autre objet qui lui a été remis en raison de ses fonctions ou de sa mission, est puni de dix ans d'emprisonnement et de 150 000 euros d'amende».*

S'agissant du recel de détournement de biens public, il est réprimé par la combinaison des articles 432-15 et 321-1 du même Code, selon lequel :

> *« Le recel est le fait de dissimuler, de détenir ou de transmettre une chose, ou de faire office d'intermédiaire afin de la transmettre, en sachant que cette chose provient d'un crime ou d'un délit.*
> *Constitue également un recel le fait, en connaissance de cause, de bénéficier, par tout moyen, du produit d'un crime ou d'un délit* ».

Il est joint, en tant que de besoin, à la présente plainte la jurisprudence pertinente la plus récente (pièce n°1).

On conviendra néanmoins que, dans certains cas, quelques uns de ces chefs d'Etats ont pu bénéficier, de façon opaque bien sûr, de rémunérations plus ou moins extravagantes.

S'il est incontestable que le juge français ne peut pas être le juge de la rémunération des dirigeants africains, pour autant, pour chacun des dirigeants et de leur famille, dont la situation va être examinée comme suit, on doit tenir compte également du fait que ce patrimoine immobilier français s'est constitué plus ou moins simultanément avec un patrimoine immobilier local ou dans d'autres pays, dont il sera démontré qu'il est parfois d'une très grande consistance, tant en volume qu'en valeur.

Enfin et à ce stade, il sera souligné qu'il existe pour certains de ces dirigeants africains, dont la situation sera examinée cas par cas, de très sérieuses présomptions d'être ou d'avoir été les instigateurs de détournements de biens publics pour des montants considérables.

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Ces soupçons ne sont pas le fruit d'une simple agitation militante, mais sont corroborés par des rapports très documentés pour certains de ces dirigeants, provenant notamment d'institutions financières internationales, voire de créanciers de ces Etats.

4/ C'est ainsi, Monsieur le Procureur de la République, que sont portés à votre connaissances plus précisément les faits suivants :

4-1/ S'agissant de Monsieur Omar BONGO ou de ses proches :

- **Observations générales**

Il existe une documentation très fournie s'agissant des détournements de biens publics commis par le clan BONGO.

On sait notamment que les comptes de Monsieur Omar BONGO ont fait l'objet, en Suisse, d'une tentative de blocage en date du 11 mai 1998 par le juge d'instruction, Monsieur Paul Perraudin. Le compte ouvert au nom d'un conseiller du président Bongo, Samuel Dossou-Aworet, est saisi à la Canadian Imperial Bank of Commerce de Genève. Le chef de l'Etat gabonais affirme être le véritable ayant droit du compte controversé, ce qui permet d'invoquer l'immunité présidentielle dont il bénéficie pour faire interrompre l'enquête du juge d'instruction (cf. pièces énumérées ci-après) :

- *article du Journal Sud Ouest « Les comptes d'Omar Bongo » du 28 août 1998 (pièce n°2)*
- *lettre du Continent du 15 février 2001 « Pas de comptes en Suisse… » (pièce n°3)*
- *article du Monde des 6 août et 2 avril 1997 (pièces n° 4 et 5)*
- *article de l'Express du 21 janvier 1999 (pièce n°6)*

Une enquête du Sénat américain, publiée en juin 2000, a également mis en lumière les comptes secrets de Monsieur Omar Bongo auprès de la City Bank.

Monsieur Omar BONGO est soupçonné d'avoir détourné aux Etats-Unis des avoirs bancaires pour un montant de 130.000.000 de dollars entre 1985 et 1997, ceci sans compter les prêts de la City Bank à la famille Bongo, lesquels s'élèvent à 50 millions de dollars.

La City Bank aurait expliqué « *que l'argent provenait d'une allocation budgétaire, 8,5 % du budget gabonais - soit 111 millions de dollars - étant chaque année réservés au président* ».

Les enquêteurs du Sénat, notamment le sénateur démocrate de l'Etat du Michigan, Carl Levin, qui ont épluché les examens du budget gabonais faits par le FMI, n'ont jamais trouvé aucune trace d'une quelconque "allocation présidentielle" de cette ampleur. (Cf. La Lettre du Continent, Vieux comptes gabonais, 11/11/1999 – pièce n°7).

Monsieur Omar BONGO a été également gravement mis en cause dans l'affaire Elf et ce n'est qu'en raison de son immunité de chef d'Etat que les magistrats instructeurs ont renoncé à l'entendre, à tout le moins en qualité de témoin.

De manière significative, la 11ème Chambre de la Cour d'Appel de Paris a jugé le 3 juillet 2002 que François-Xavier Verschave et son Editeur Les Arènes étaient « *non coupables du délit d'offense à chefs d'Etats étrangers* », alors même qu'ils avaient qualifié Omar Bongo de « *parrain régional* » et son régime de « *démocrature prédatrice* ».

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La Cour a estimé en effet que *« les documents versés et les témoignages recueillis au cours de la procédure [...] établissent non seulement l'importance et l'actualité des sujets évoqués mais aussi le sérieux des investigations effectuées »*.

- **Biens propriétés de Monsieur Omar BONGO et/ou de ses proches**

S'agissant des biens propriétés de Monsieur Omar BONGO (ou de ses proches) en France et notamment à Paris, ceux-ci se composent de :

- un hôtel particulier 18 Rue Dosne dans le 16ème arrondissement de Paris : hôtel situé dans une voie privée entre le 157 rue de la Pompe et le 25 avenue Bugeaud (cf. « DDV et Sarko chez Bongo à Paris », Lettre du Continent, 14 septembre 2006 - pièce n°8) ; cet hôtel appartiendrait à sa femme Edith Bongo.

- plusieurs appartements situés à côté de l'avenue Foch à Paris au nom de proches de la famille Bongo :

  - Albert Bongo : 5 rue Laurent Pichat - 75016 Paris,
  - Arthur Ondimba Bongo : 53 boulevard Lannes - 75016 Paris,
  - Nesta Bongo Ping : 6 rue Marbeau - 75016 Paris,
  - Nesta Bongo Ting : 52 avenue Foch - 75016 Paris.

De forts soupçons peuvent laisser penser très sérieusement que ces biens appartiennent à la famille Bongo ou à son clan (en tant que de besoin : extrait de l'annuaire Pages Blanches – pièce n°9).

On doit souligner que, s'agissant de Nesta Bongo Ping, (il s'agit de la fille ou du fils issu d'un mariage entre une fille d'Omar Bongo et Jean Ping, Ministre gabonais des Affaires Etrangères, Nesta Bongo Ping fait d'ailleurs un magister de gestion à Paris Dauphine) cette personne étant propriétaire de deux appartements à son nom figurant dans l'annuaire évoqué ci-dessus.

Dès 1993, Monsieur Philippe Madelin, listait dans son ouvrage intitulé « L'or des dictatures » les différents biens du clan Bongo dont un appartement situé avenue Foch et une propriété à Nice.

Dix ans après, en mars 2005, c'est dans « La Lettre du Continent » que l'on apprend à nouveau l'existence d'appartements appartenant à la famille élargie d'Omar Bongo, avenue Foch (8 millions d'euros pour 1000 m²). (cf. Lettre du Continent, 24 mars 2005, « Appartements gabonais à vendre avenue Foch » - pièce n°10).

4-2/ S'agissant de Monsieur Denis SASSOU N'GUESSO et de sa famille :

- **Observations générales**

Monsieur Denis SASSOU N'GUESSO est l'actuel Président de la République Démocratique du Congo.

Il a été, comme Monsieur Omar BONGO, gravement mis en cause pour des détournements de biens publics et notamment par des plus hauts représentants de la Banque Mondiale.

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Paul Wolfowitz, ancien directeur de la Banque Mondiale, aurait notamment critiqué les notes d'hôtel vertigineuses du président congolais.

En effet, lors de la cérémonie pour le 60ème anniversaire des Nations Unies, Denis Sassou Nguesso aurait dépensé plus de 140.000 euros en frais d'hôtel pour un discours de cinq minutes sur la pauvreté.

L'ancien président de la Banque mondiale aurait alors déclaré à un journaliste du New York Times : « *C'est une injustice faite aux pays en voie de développement et à leurs populations que de cacher ces problèmes* ».

La Banque Mondiale a ainsi été longtemps réticente à poursuivre les négociations en vue de voir échelonner la dette publique congolaise, en raison des pratiques frauduleuses de son Président.

Plus précisément, Denis Sassou Nguesso est suspecté d'avoir détourné, à son profit et au profit de sa famille et de son clan, une partie substantielle de la rente pétrolière. Ces détournements auraient commencé dès sa première période au pouvoir, de 1979 à 1992, en négociant la vente du pétrole en dessous du prix du marché en contrepartie de versements à son profit. « *La Banque mondiale a fait remarquer dans les années 1990-91 que le rendement de l'exploitation pétrolière [au Congo] était l'un des plus bas du monde* » (Cf. audition de Martial Cozette par la mission d'information parlementaire présidée par Marie-Hélène Aubert, in Assemblée nationale, « *Le rôle des compagnies pétrolières dans la politique internationale et son impact social et environnemental* », *Rapport d'information n° 1859*, 1999, p. 228).

L'ancien président d'Elf, Loïc Le Floch-Prigent, a également parlé pour le Congo des « *cargaisons fantômes d'hydrocarbure [qui] échappent aux comptabilités officielles et [sont] partagées entre hommes de l'ombre* » (cité dans Nicolas Lambert, *Elf, la pompe Afrique – Lecture d'un procès*, Ed. Tribord, 2005, p. 82).

Monsieur Le Floch-Prigent sait de quoi il parle car Elf, puis Total, fournit à l'Etat congolais 70% de ses revenus pétroliers.

A ce jour, la fortune de Denis Sassou-NGuesso est estimée à plus d'un milliard de dollars (cf. Ouvrage écrit par Monsieur Xavier Harel, « *Afrique : le pillage à huis clos* » - page 37 à page 45 - pièce n°11).

Un rapport du Fonds Monétaire International (FMI) en 2001 dénonçait les affectations des fonds publics congolais dans des comptes privés autres que ceux du trésor public. Selon le FMI, entre 1999 et 2002, 248 millions de dollars provenant de l'extraction du brut n'ont pas laissé de traces dans la comptabilité nationale.

Dans le budget 2003, sur les 800 millions de dollars de rente pétrolière, seulement 650 millions y ont été inscrits (cf. Le Monde, 25 mars 2004 – pièce n°12).

L'observation d'un fonds vautour, FG Hemisphere, a permis de démontrer qu'entre 2003 et 2005, c'est près d'un milliard de dollars que les autorités congolaises ont « oublié » de comptabiliser (cf. l'ouvrage déjà cité de M. Xavier Harel, p. 152).

Le président congolais et son clan ont aussi profité des bonus - des prêts gagés ou préfinancements - des diverses commissions sur la vente du pétrole, et de la PID « provision pour investissements diversifiés », véritable caisse noire, non budgétisée de 1997 à 2002.

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L'action judiciaire de « fonds vautours », avait permis le rachat à bon compte d'une partie de la dette congolaise, a mis à jour, en 2005, un système de sociétés écrans contrôlées par des hommes proches du président Denis Sassou-Nguesso. (Voir articles de La Tribune « Les millions envolés du Congo », 13 décembre 2005 et Les Echos « Les fonds vautours multiplient les attaques contre les pays pauvres », 14 mars 2007)

Selon les jugements de juridictions britannique et américaine, ces sociétés déviaient une partie de l'argent du pétrole vers des comptes bancaires situés dans des paradis fiscaux (cf. arrêt de la Chambre commerciale de la Cour Royale de Londres le 28 novembre 2005 et décision d'un juge fédéral américain en avril 2006 jugeant recevable une plainte déposée en mai 2005 par Kensington International devant la Cour fédérale à New York – pièces n° 13 et 14).

Le 28 novembre 2005, la Chambre commerciale de la Cour royale de Londres condamnait le Congo à rembourser des créances impayées à Kensington International, un fond vautour basé dans un paradis fiscal, les îles Caïman.

Au cœur du dispositif, on découvre une petite entreprise basée aux Bermudes, Sphynx Bermuda, au capital de 12 000 dollars seulement, qui a réalisé des opérations pour un montant de 472 millions de dollars ! Elle achetait du pétrole à la Société Nationale des Pétroles du Congo (SNPC), souvent au-dessous des prix du marché et le revendait sur le marché international.

Selon la Cour royale de Londres, il n'y a *« aucun lien entre les espèces qui transitaient par ses comptes bancaires et les sommes d'argent qu'elle aurait dû recevoir en contrepartie du pétrole qu'elle vendait* » (pièce n°15).

Ces deux sociétés ont le même dirigeant : Denis Gokana, un conseiller de Denis Sassou-Nguesso. Le fils du président en faisait aussi partie[1].

En avril 2006, c'est au tour d'un juge fédéral américain de juger recevable une plainte de Kensington International contre le groupe bancaire français BNP Paribas et la Société nationale pétrolière congolaise pour blanchiment d'argent.

Ces dernières se seraient associées pour cacher sciemment aux créanciers de Brazzaville des revenus tirés de la vente de pétrole par le biais d'un système de prépaiement « *complexe et structuré de manière inhabituelle* »[2].

Sous la conduite de Monsieur Itoua, la société nationale pétrolière congolaise a, de 2001 à 2004, utilisé une étourdissante série de transactions fictives complexes et de compagnies paravents pour piller la richesse pétrolière du pays. Parmi les intermédiaires supposés, on trouve une société enregistrée aux Iles vierges britanniques avec « pour seul identifiable lieu d'activité ... une résidence privée à Monaco ».[3]

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1 Gilles Luneau, 17 août 2006, « Alors que le baril frise les 80 dollars… », *Le Nouvel Observateur*
2 Reuters, 4 avril 2006, « Un juge fédéral US juge recevable une plainte contre BNP Paribas. »
3 Claudia Rosett, 19 octobre 2005, « Dollars pour dictateurs », Editorial du *Wall Street Journal*.

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- **Biens propriétés de Monsieur Denis SASSOU NGUESSO**

S'agissant des biens, propriété de Monsieur Denis SASSOU N'GUESSO en France et notamment à Paris, ceux-ci se composent :

- Villa Suzette, 45 avenue Maurice Berteaux - 78110 Le Vesinet : hôtel particulier de 700 m² estimé entre 5 et 10 millions d'euros. des travaux somptueux ont été réalisés pour plus de 800 000 euros : "*bibliothèque en acajou massif, tapis d'Aubusson, robinets et poignets de portes dorés à la feuille d'or, même pour le sous-sol avec ses six chambres réservées aux domestiques, caméras, vitres blindées », carrelages avec « du marbre blanc de Carrare », « salles de bains équipées de robinets en or ».*

- 19 avenue Rapp - 75007 Paris

Ses proches détiennent aussi des biens immobiliers à Paris :

- son neveu Wilfrid Nguesso, 10 promenade Millénaire 92400 Courbevoie (vérifier l'adresse) (cf Jean François Julliard, « L'appartement d'un émule africain de Gaymard », Le Canard Enchaîné, 16 mars 2005 : un luxueux appartement de 550 m² (dont 100 m² de terrasse) estimé entre 2,5 et 3 millions d'euros.

- D'autres appartements à Courbevoie appartiennent à la famille Nguesso : Ines Nguesso, 10 promenade Millénaire et Edna Ambendet Nguesso, 20 rue Clos Lucé (Cf. Pages Blanches)

- Maurice Nguesso, frère du Président et PDG de la Compagnie pétrolière LIKOUALA SA, possèderait une proprété à Argenteuil au 38, rue Poirier Fourrier (Cf. Pages Blanches).

Jean François Ndengue, chef de la police congolaise, a lui une propriété à Meaux. Il a été impliqué dans l'affaire des disparus du Beach (Cf. livre de Xavier Harel, chapitre « Les disparus du Beach »).

Les associations portent à la connaissance de Monsieur le Procureur de la République un travail sérieux réalisé par un groupe de Congolais pour recenser les biens mal acquis du Congo Brazzaville. La liste des biens et des personnes incriminées se trouve sur le site internet à l'adresse suivante : http://congo-biensmalacquis.over-blog.com/. (En annexe reproduction du site internet au 21 mars 2007).

4-3/ Sur les biens situés en France et qui seraient la propriété d'autres dirigeants africains

Les associations soussignées souhaitent indiquer à ce stade que, s'agissant des biens qui seront évoqués ci-dessous, elles n'ont pas été en mesure de réunir les éléments factuels suffisants afin que ces biens fassent partie du périmètre des investigations à venir.

Cependant, elles rappellent qu'il serait particulièrement inapproprié que ceux qui ont agi avec le maximum d'opacité soient simultanément les plus récompensés ...

En d'autres termes, même si les biens qui seront évoqués ci-après ne sont pas, en l'état, très précisément répertoriés et si parfois il n'y a été fait que des allusions dans certaines

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coupures de presse, la probabilité est extrêmement importante qu'ils existent et qu'ils sont bien les propriétés des dirigeants africains indiqués.

Il vous appartient, dans ces conditions, Monsieur le Procureur de la République, d'apprécier, comme les associations le pensent, si, en dépit du peu de visibilité de ces biens, il ne serait pas justifié malgré tout, eu égard aux engagements pris par la France (tels que rappelés ci-après), de les incorporer dans le périmètre des investigations à venir.

a) **S'agissant de Monsieur Blaise COMPAORE et de sa famille** :

Monsieur Blaise COMPAORE est le Président du Burkina Faso.

S'il est moins répertorié que les deux précédents comme s'étant rendu coupable de détournements de biens publics, pour autant il est propriétaire (par le truchement de son épouse, Madame Chantal COMPAORE) d'un appartement sis 2, rue Capitaine Olchanski, dans le 16ème arrondissement à Paris.

Il est également porté à la connaissance de Monsieur le Procureur de la République quelques références démontrant les détournements de fonds telles que l'ouvrage "L'ère Compaoré : crimes, politique et gestion du pouvoir", Vincent Ouattara (Editions Klanba, décembre 2006).

Le Bimensuel Afrique Education du 1er au 15 mars 2007 publie un article intitulé "Compaoré chef de l'Etat ou chef de la mafia", dans lequel est relaté notamment son rôle aux côtés de Charles TAYLOR, l'ancien chef d'Etat dictateur du Liberia, poursuivi par le Tribunal Pénal International de la Haye dont les avoirs ont été gelés en Europe en application d' un règlement adopté par l'Union Européenne en 2004.

b) **S'agissant de Monsieur Téodore OBIANG et de sa famille** :

Monsieur Téodore OBIANG est le Président de la Guinée Equatoriale.

Il aurait acquis un hôtel particulier sis avenue Foch, selon le Figaro du 12 avril 2006 (cf. article de Stéphane Bern, « Drapeau rouge et billet vert », 12 mai 2006 – pièce n°16).

Il apparaît évident que Monsieur Téodore OBIANG a pris soin de ne pas être titré comme propriétaire facialement apparent de ce bien, mais les vérifications qui interviendront dans le cadre des investigations à venir ne manqueront pas de l'établir.

Monsieur Téodore OBIANG est stigmatisé comme étant un des chefs d'Etats africains les plus corrompus (cf. Rapport du sénateur Carl Levin & Norm Coleman en date du 15 juillet 2004 « *Money laundering and foreign corruption : enforcement and effectiveness of the Patriot Act,* Permanent Subcommittee on Investigations – pièce n°17. Voir également le rapport de Global Witness cité plus haut pour le Congo Brazzaville).

Dans le dernier classement du magazine Forbes, sa fortune est estimée à plus de 600 millions de dollars.

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c) **S'agissant de Monsieur Eduardo DOS SANTOS et de sa famille** :

Monsieur Eduardo DOS SANTOS est le Président de la République d'Angola.

Il est stigmatisé depuis des années comme étant un des chefs d'Etat les plus corrompus de la planète. (Voir le rapport de Global Witness « L'histoire accablante du pétrole en Angola »)

Monsieur Eduardo Dos Santos est répertorié comme étant propriétaire, dans les mêmes conditions d'opacité sans doute que le Président Téodore Obiang, d'une villa absolument somptueuse au Cap d'Antibes (cf. Lettre du Continent du 11 décembre 2002 – pièce n° 18).

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* * *

En conclusion, la démonstration est faite, par conséquent, aux termes de la présente plainte et des pièces annexées de :

1/ **L'existence d'un patrimoine immobilier en France et notamment à Paris, d'une valeur considérable, dont le financement de l'acquisition n'a pu, quelles que soient les circonstances de cette acquisition, intervenir du seul fait des rémunérations versées aux dirigeants des pays concernés.**

2/ **Ces mêmes dirigeants sont répertoriés, pour certains d'entre eux, comme ayant persévéré dans une culture de la prébende et de la corruption.**

3/ **S'agissant des tiers, propriétaires juridiquement de ces biens ou de ceux qui en ont bénéficié, c'est-à-dire de ceux qui en jouissent, qu'il s'agisse des membres des familles concernées ou d'autres personnes, il existe à leur encontre des présomptions extrêmement sérieuses de la commission, depuis temps non prescrit car il s'agit d'un délit continu, du délit de recel de détournement d'argent public.**

La France, à travers la déclaration de ses plus éminents représentants, n'a eu de cesse, ces dernières années, de dire sa volonté de favoriser la lutte contre tout comportement qui serait de nature à appauvrir les populations africaines et notamment du fait de ces détournements d'argent public.

En effet, les conséquences de ce déport de sommes considérables, nécessaires pour acquérir un tel patrimoine immobilier, donne la mesure de la réduction des ressources publiques en Afrique.

Force est de rappeler que :

- la France a été en première ligne, lors de la réunion du G8 à Evian (juin 2003), pour demander le rapatriement vers les pays concernés des biens détournés,

- la France a été également le premier des pays du G8 à ratifier la convention internationale des Nations Unies de lutte contre la corruption, dite de Mérida, qui fait de la restitution des biens et argent détournés un principe fondamental du droit international.

Au-delà, se constitue sous nos yeux, Monsieur le Procureur de la République, un droit international normatif, mais également coutumier qui, chaque jour, fait peser sur chaque Etat de la planète une obligation de plus en plus impérative de contribuer par tous moyens à lutter contre ceux qui menacent les grands équilibres économiques et politiques, c'est-à-dire la criminalité financière, quels qu'en soient les bénéficiaires et les moyens.

Simultanément et en écho à cette préoccupation de plus en plus universelle, il est indiscutable que les principes qui, pendant des années, ont protégé les chefs d'Etats en exercice, qu'il s'agisse de leur immunité pénale ou de leur immunité civile, se sont érodés et effrités année après année.

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Ce mouvement du droit international conventionnel et coutumier a conduit d'ailleurs un certain nombre de juridictions nationales à considérer qu'un chef d'Etat en exercice ne pouvait pas se prévaloir d'une quelconque immunité, s'agissant de ces biens (biens mobiliers ou biens fonciers), dès lors qu'il existait des présomptions sérieuses de ce que leur acquisition s'était faite au prix de la commission de l'infraction. **C'est exactement le cas de l'espèce**.

Les associations soussignées rappellent qu'en tout état de cause, les membres des familles des dirigeants africains concernés ne sauraient, pour ce qui les concerne, tenter d'exciper d'une quelconque immunité.

Par ailleurs, il apparaît extrêmement probable qu'a été commis également le délit de blanchiment de détournement de biens publics, ce délit ayant accompagné, précédé ou coïncidé avec les flux financiers nécessaires à la constitution de ce patrimoine foncier (au moins pour certains d'entre eux).

Le délit de blanchiment de détournement d'argent public s'applique, Monsieur le Procureur de la République le sait, à l'auteur de l'infraction principale.

Enfin, ce sont les investigations à venir qui détermineront si certains tiers, qui ont prêté leurs compétences et leurs ministères à l'organisation des flux financiers nécessaires à l'acquisition de biens, ne se seraient pas rendus, pour certains, responsables soit du délit de complicité de détournement d'argent public, soit du délit de blanchiment de détournement d'argent public.

Certes, ces infractions connexes sont peut-être prescrites, mais là encore, les associations soussignées ignorent la date à laquelle certains des biens évoqués ci-dessus ont été acquis.

De la même façon, l'opacité avec laquelle ces délits ont été commis pourrait conduire à ce qu'il soit considéré, à l'occasion des investigations à venir et s'agissant de ces délits connexes, que la prescription n'est pas acquise à leur auteur.

Par ailleurs, seules les investigations à venir permettront de déterminer (le recel de détournement d'argent public n'étant évidemment pas prescrit) si, s'agissant du délit principal, soit le détournement d'argent public (qui s'est réalisé à l'occasion de la constitution du patrimoine foncier), la prescription a bénéficié à son auteur.

Enfin, la juridiction de céans n'ignore pas que, quand bien même l'infraction principale aurait été commise en tout ou partie à l'étranger, la jurisprudence et la loi enseignent que le juge français conserve sa compétence sur le délit de recel.

C'est dans ces conditions que les plaignants soussignés ont l'honneur, Monsieur le Procureur de la République, de déposer plainte entre vos mains, en l'état, du seul chef de recel de détournement de biens publics, délit vu et réprimé par les articles 432-15 et 321-1 du Code pénal et de complicité au visa des articles 121-6 et 121-7 du Code pénal.

Fait à Paris.

Le

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LISTE DES PIECES ANNEXEES

1 Jurisprudence relative au recel de détournement d'argent public

2 Article du journal Sud Ouest du 28 août 1998

3 Lettre du Continent du 15 février 2001

4 Article publié dans Le Monde du 6 août 1997

5 Article publié dans Le Monde du 2 avril 1997

6 Article publié dans L'Express du 21 janvier 1999

7 Lettre du Continent du 11 novembre 1999

8 Lettre du Continent du 14 septembre 2006

9 Extrait de l'annuaire Pages Blanches

10 Lettre du Continent du 24 mars 2005

11 Extrait de l'ouvrage écrit par M. Xavier Harel « *Afrique : le piège à huit clos* »

12 Article publié dans Le Monde du 25 mars 2004

13 Article publié dans Les Echos du 14 mars 2007

14 Arrêt de la Chambre commerciale de la Cour Royale de Londres du 28 novembre 2005

15 Décision d'un juge fédéral américain – avril 2006

16 Article publié dans Le Nouvel Observateur du 17 août 2006

17 Dépêche de l'agence Reuters du 4 avril 2006

18 Article publié dans le Wall Street Journal du 19 octobre 2005

19 Article publié dans Le Canard Enchaîné du 16 mars 2005

20 Reproduction du site internet au 21 mars 2007 http://congo-biensmalacquis.over-blog.com/

21 Article de Stéphane Bern « Drapeau rouge et billet vert » du 12 mai 2006

22 Rapport des sénateurs Carl Levin & Norm Coleman du 15 juillet 2004 « *Money laundering and foreign corruption: Enforcement and effectiveness of the Patriot Act*, Permanent Subcommittee on Investigations

23 Rapport de l'association Global Witness : "*L'histoire accablante du pétrole en Angola* »

24 Lettre du Continent du 11 décembre 2002

25 Statuts de l'association Transparence International France

26 Pièces relatives aux plaignants

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Admissibility of TI France's complaint with civil party petition

Legal memo written by Sherpa & TI France, June 2009

A. History and major outlines of the case

1st Complaint: In March 2007, Sherpa, together with two other French NGOs[1], filed a legal complaint before the French Public Prosecutor[2] against the ruling families of Angola, Burkina Faso, Congo, Equatorial Guinea, and Gabon alleging that they owned millions of Euros worth of properties in France that could not be the fruits of their official salaries.

The complaint was based on the specific offence of handling of stolen assets which is prohibited under articles 321-1[3] and 432-15[4] of the French Penal Code. According to these texts, is punishable in France anyone who detains illegally-acquired assets on the French territory.

Considering the high volume of real estate detained by the above named heads of state and their close associates together with the strong presumptions of embezzlement regarding those ruling families[5], the plaintiffs argued that the properties could not have been acquired thanks to their own official salaries, but would have likely required the use of stolen public assets.

Police investigation: In June 2007, a police investigation was launched in response to the complaint. It confirmed most of the allegations and further uncovered tens of millions of Euros worth of luxury properties and cars and hundreds of bank accounts belonging to the Heads of State, their family members and close associates.

To stick to the most startling examples, the investigation discovered:

- 39 luxury properties belonging to the Bongo circle most of which are located into the wealthiest districts of Paris;
- 112 bank accounts for the N'guesso circle;
- Téodorin Obiang, son of the President of Equatorial Guinea, acquired at least 5 millions Euros worth of luxury cars (Ferrari; Rolls Royce; Maseratti; Bugatti; ...)

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1 Survie and the Federation of the Congolese Diaspora.

2 For an overview of the French legal system, Go to Annex 1.

3 *« Receiving is the concealment, retention or transfer a thing, or acting as an intermediary in its transfer, knowing that that thing was obtained by a felony or misdemeanour. Receiving is also the act of knowingly benefiting in any manner from the product of a felony or misdemeanour.*
Receiving is punished by five years' imprisonment and a fine of €375,000 »

4 *« The destruction, misappropriation or purloining of a document or security, of private or public funds, papers, documents or securities representing such funds, or of any other object entrusted to him, committed by person holding public authority or discharging a public service mission, a public accountant, a public depositary or any of his subordinates, is punished by ten years' imprisonment and a fine of €150,000. »*

5 There is indeed an important number of available documentation regarding this issue: reports from international financial institutions; governments' reports; NGO' papers; press articles; books. They were all were annexed to the complaint.

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It also appeared that the sources of funding were highly questionable: As for example, Edith Bongo, wife of the Gabonese President, acquired a Daimler Chrysler which was paid for by direct transfers from the Gabonese public treasury.

The probe also highlighted the role played by intermediaries such as banks or industries in those illegal transactions and established the complicity of an important number of individuals.

Despite those findings, the investigation was closed down in November 2007 after the Public Prosecutor ruled that the crimes were "insufficiently characterized".

With the view to lodging a complaint with civil party petition - the only remaining way to get an inquiry launched[6] - Sherpa proposed Transparence International France ("TI France") to join them on this case[7]. After making sure that such a legal action complied with TI's policies, TI France accepted.

2nd Complaint: On July 9th 2008, TI France, together with Congolese and Gabonese citizens lodged another complaint before the French Public Prosecutor. This complaint was strictly identical to the one filed by Sherpa sixteen months before. As mentioned above, the sole objective was to enable TI France as well as Gabonese and Congolese citizens to later lodge a civil party petition before the investigating judge[8].

Therefore, it is unsurprising that the Public Prosecutor decided on September 3rd 2008 not to pursue the case.

Complaint with civil party petition: On December the 2nd, 2008, a complaint with civil party petition was filed by TI France and Gregory Ngbwa Mintsa, Gabonese citizen[9], both defended by Mr. William Bourdon, Attorney-at-law and President of Sherpa. The objective is to get an investigating judge to resume and extend the initial police investigation.

Even before assessing the merits of the case, the very first question that needed to be addressed by the judge was to rule whether if TI France and the Gabonese tax payer were allowed to lodge this complaint. In other words, do they have a standing to sue in this corruption case?

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6 The inquiry lead by the investigating judge is much more intrusive than the police investigating requested by the Public prosecutor. The investigating judge has many more judicial capacities to establish the truth (expertise; telephone tapping's, ...)

7 Being an organization dedicated to fighting corruption, TI France is more likely to be admissible on this case than any other NGO.

8 According to article 85 of the French Criminal Code of Procedure: *« Any person claiming having suffered harm from a felony or a misdemeanor may petition to become a civil party by filing a complaint with the competent investigating judge in accordance with the provisions of articles 52 and 706-42.*

However, the civil party petition is admissible only provided that the plaintiff proves that either the public prosecutor let him know, following a complaint lodged before him or a police service, that he will not initiate proceedings, or a three months period has passed by since he lodged the complaint before this magistrate (...)»

9 Because of intensifying threats against both their physical integrity and their relatives', two plaintiffs have eventually renounced to lodge the civil party petition. A complaint was just filed to denounce those facts.

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B. The legal debate regarding the admissibility of the case[10]

In French Law, an association is allowed to initiate proceedings to defend its collective interests provided that it is formally authorized[11]. Associations fighting corruption do not benefit from such an authorization.

However, on the basis of article 2 of Criminal code of procedure[12], case law has admitted in some cases that a non-legally entitled association could be ruled admissible as soon as the offence impairs the collective interests the association assigned itself to defend[13]. To be ruled admissible, the prejudice must both direct and personal.

A prejudice is direct provided that it results directly from the facts denounced by the complaint. In the present case, it requires that there is an exact correspondence between the purpose and mission of TI France and the facts.

A prejudice is personal provided that the offence is susceptible to cause a prejudice to an individual. Prior to 1992, corruption was ranked among the offences against the public interest (i.e the issues at stake concern matters of public interest.) for which only the public prosecutor was allowed to lodge complaints. Since a major decision (Cass. crim., 1er déc. 1992), it is admitted that corruption can trespass upon private interests. This point was not even disputed by the public prosecutor.

In other words, did TI France suffer a direct prejudice from the embezzlements of public assets and their consecutive handling over the French territory?[14]

✓ **Public Prosecutor's position:**

On April 8th, 2009, the Public Prosecutor made his recommendation.
According to the Public prosecutor, TI's petition must be ruled inadmissible because the association cannot pretend that it has suffered a direct prejudice as a result of the facts denounced into the complaint. As a matter of facts, the public Prosecutor considers that there is no correspondence between the purpose of TI France (i.e fighting corruption) and the denounced facts (i.e. embezzlement of public assets and consecutive receiving).

It has to be noted that judges are never bound by the public prosecutor's recommendation.

✓ **Sherpa and TI France's position**

According to Sherpa and TI France, the facts denounced in the MPA case directly interfere with TI France 'objects, which precisely consist in fighting corruption.

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[10] The following comments will focus only on Transparency International (France)'s petition.
[11] Articles 2-1 to 2-21 of the Criminal code of procedure provide the list of associations allowed to initiate legal action for the defense of their collective interests.
[12] *«Civil action aimed at the reparation of the damage suffered because of a felony, a misdemeanour or a petty offence is open to all those who have personally suffered damage directly caused by the offence»*
[13] Cass.Crim 12 September 2006.
[14] Sherpa also benefited from the help of Chantal Cutajar, teacher in law who submitted her legal opinion to the Dean of investigative judges. Based on French positive law, she argued that TI France has it suffered a direct and personal prejudice from the facts denounced into the complaint.

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To support this position, Sherpa prepared a note that was later submitted to the judge via Mr William Bourdon, TI's France lawyer. The following elements were invoked:

First of all, there is no doubt that TI France did not intend to restrict its object to the single offence of "bribery" as provided by the criminal code[15] but aims to tackle the corruption phenomenon as defined by all international and regional legal instruments (UNCAC Convention, African Convention, ...). This second meaning covers a large range of illegal activities (embezzlement; illicit commission; bribe ...)

As a matter of fact, the denomination "Transparence International" clearly means that the object of this association is to fight at an international level all kinds of opaque operations and to promote transparency throughout the world.

Indeed, as expressly indicated in its statutes, Transparence-International (France) aims at preventing, dissuading or fighting against all forms of corruption.

Regarding the specific issue of stolen assets, both Transparency International and TI (France) have been working on this matter for years.

Transparency International dedicated an important number of its annual reports to this question. As for example, the 2004 report has an entire chapter dedicated to this question: "the legal obstacles: immunity, extradition and repatriation of the stolen assets".

In addition, Transparency International led several campaigns on this specific matter:

- 1998: Action in favour of the restitution of the assets stolen by Suharto, Indonesia.
- March 13th, 2001: Transparency International launches a campaign to repatriate the stolen assets in Africa - the Declaration of Nyanga: TI will conduct in Africa an international campaign to find laundered money.
- 2003: Action for the restitution of stolen assets by Fujimori, Pérou.
- 2006: Action for the restitution of stolen assets by Abacha, Nigéria.
- April 7th, 2006: Nairobi declaration on international obligations and the repatriation of African stolen assets invested abroad.
- October 28th 2007: Resolution on UN Convention against Corruption - Adopted by the Transparency International Annual Membership Meeting.
- 2008 : Transparency International position on "Poverty, assistance and corruption" on the question of the diversion of the government aid for development.

As for TI France, it published in 2007 a newsletter dedicated to the issue of stolen assets' recovery (La Lettre de Transparence n°34, October 2 007) and organized the very same year a symposium addressing this issue.

For all these reasons, the embezzlements of public assets by corrupt rulers and their consecutive handling over the French territory go directly against the actions carried out by the association since its existence. In other words, TI France suffered a direct and personal prejudice and, as such, is allowed, to ask for redress by filing a complaint with civil party petition.

[15] The confusion results from the fact that in French, the term corruption refers at the same time to the offence of bribery and to the criminal phenomenon.

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After month's debates opposing William Bourdon, TI France's lawyer, to the Public Prosecutor, the Dean of investigating judges ruled that the case lodged by TI France and Mr. Gregory Ngbwa Mintsa in December 2008 was admissible. This is a major contribution to advancing the cause of collective legal actions aiming to defend the victims of corruption as for the first time in France, a civil action taken by an organization specialized in fighting against corruption to denounce facts directly affecting its collective interests has been ruled admissible[16]

The Dean of investigating judges based her reasoning on the following elements:

TI France defines its object in article 2 of its statutes: "TI France has a finality to fight and prevent corruption at the national and international level in the relations of State to State, State and persons, States and companies and between these people."

This article also lists actions that the association intends to engage to achieve its goal. In particular: programmes of information, sensitizing, formation support to victims etc...

TI France's action falls under a wider action taken on a worldwide scale by Transparency International, created in 1993 and that federates more than 90 national sections all engaged, with their national specificity, in the fight against corruption.

The multiple actions carried out by TI France since its creation and especially those in favour of the restitution of "stolen assets", are in total correspondence with the facts denounced by the complaint (i.e. the existence of diverted public funds over the French territory). Such facts have undermined the collective interests defended by TI France.

As a consequence, TI France has suffered a personal injury directly caused by the offences it denounces. This prejudice is economic and results from the resources engaged by the association to fulfil its mission.

"If the fight against corruption is also a part of the public interest for which defence is led by the public prosecutor, it could not deprive an association dedicated especially to fight corruption, of the right to lodge a complaint with civil party petition as soon as this association proves, as it does in the present case, that it suffered a personal damage fitting directly with its statutory object. Such a possibility guarantees even more effectively this fight by enabling the launching of legal proceedings outside the countries where the diversion of public funds possibly occurred.

TI France's action will therefore be ruled admissible for the denounced facts. »

[16] However, the admissibility is partial given that Gregory Ngbwa Mintsa was dismissed. This solution, rather severe, underlines the point that French law has to evolve to allow taxpayers, the very first victims of corrupt practices, to lodge complaints.

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C. Future prospects

As the Public Prosecutor lodged an appeal against the decision of the Dean of investigating judges, several scenarios must be considered:

- ✓ Scenario A - The court of appeal confirms the decision of the Dean of investigating judges (i.e. admissibility of the case) **->>**

A.1 The Public Prosecutor lodges another appeal before the highest court of Justice (The *Cour de cassation*) **->>**

A.1.1. The Cour de Cassation confirms the decision of the court of appeal **->>** Opening of a judicial investigation

A.1.2. The Cour de Cassation reverses the decision of the court of appeal **->>** A petition could be filed before the European Court of Human Rights (ECHR) for violation of the right to non-discrimination (Article 14)

A.1.2.1. The ECHR admits the case **->>** In that case, French jurisdictions have no choice but to comply with the European Court ruling Opening of a judicial investigation

A.1.2.2 The ECHR rejects the case **->>** Ending of the process (Worst case scenario)

A.2. The Public Prosecutor renounces appealing against this decision (Slight probability) **->>** Opening of a judicial investigation

- ✓ Scenario B - The court of appeal reverses the decision of the Dean of investigating judges (i.e. inadmissibility of the case) **->>** An appeal could be lodged before the highest court of Justice (The *Cour de cassation*)

B.1 The Cour de Cassation confirms the decision of the court of appeal **->>** A petition could be filed before the European Court of Human Rights (ECHR) for violation of the right to non-discrimination (Article 14)

B.1.2. The ECHR admits the case **->>** In that case, French jurisdictions have no choice but to comply with the European Court ruling Opening of a judicial investigation

B.1.2. The ECHR rejects the case **->>** Ending of the process (Worst case scenario)

B.2. The Cour de Cassation reverses the decision of the court of appeal **->>** Opening of a judicial investigation

If TI France is willing to pursue the case, Sherpa and William Bourdon intend to exhaust all existing remedies in order to get a judicial investigation launched. If we eventually succeed in this, an investigating judge will be nominated to resume and extend the initial police investigation. The final decision of the investigating magistrate could be:

Non suit ->> An appeal could be filed before the court of appeal and, if the decision of the investigating judge is confirmed, another appeal could be lodged before the highest court of Justice (The *Cour de cassation*).

Committal for trial ->> The case is transmitted to the judgment court which will either acquit or convict the defendants.

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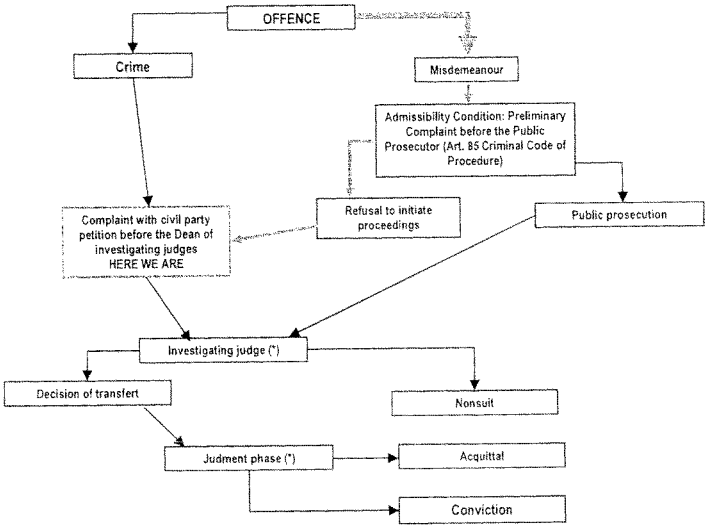
Annex 1.



(*) Note that at each stage of the process, an appeal can be lodged.
-- Unfolding of the case

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COMMERCE BANK MEMORANDUM
ENHANCED DUE DILIGENCE

PERSON INTERVIEWED: YAMILLE BONGO-ASTIER

DATE: 12/13/2005

INTERVIEWER: VINCENT J. AULETTA

SUBJECT: ACCOUNT #7916245777, TITLED "YAMILLE BONGO-ASTIER"

THIS COMMUNICATION IS BEING GENERATED TO ADDRESS HIGH VOLUME DOLLAR ACCOUNT ACTIVITY, WHICH IS OUTSIDE THE SCOPE FOR A CUSTOMER WHO HAS NO APPARENT OCCUPATION OR SOURCE OF INCOME. DURING THE TIME SPAN OF 8/24/2005 TO 12/11/2005 A TOTAL OF OVER $86,000 IN LARGE WITHDRAWALS OCCURRED. DURING THIS SAME PERIOD CASH DEPOSITS WERE MADE AGGREGATING TO $235,000.00. THE ACCOUNT IN QUESTION WAS OPENED ON 9/11/2003 AT BRANCH #415, BOND & BROADWAY, 666 BROADWAY, NEW YORK, NEW YORK. THIS IS A PERSONAL CHECKING ACCOUNT WITH THE SOLE AUTHORIZED SIGNOR AS YAMILLE BONGO-ASTIER.

ON 12/13/2005 YASMILLE BONGO-ASTIER WAS CONTACTED BY WRITER AND VOLUNTARILY SUUPLIED THE FOLLOWING INFORMATION:

BONGO-ASTIER ADVISED THAT SHE IS THE DAUGHTER OF EL HADJ OMAR BONGO WHO IS CURRENTLY THE ELECTED PRESIDENT OF GABON. BONGO HAS BEEN THE PRESIDENT OF GABON SINCE 12/2/1967 AND WAS RECENTLY RE-ELECTED ON 11/27/2005. GABON IS A SUB-SAHARA COUNTRY ON THE WESTERN SECTION OF AFRICA. BONGO-ASTIER ADVISED THAT SHE DOES NOT HAVE A JOB AND HER ONLY SOURCE OF INCOME IS MONIES RECEIVED FROM HER FATHER. THE MONIES ARE RECEIVED IN THE FORM OF US CURRENCY AND A CTR IS IMMEDIATELY FILED BY HER WHEN THE FUNDS ARE DEPOSITED. THE DEPOSITS COINCIDE WITH THE ARRIVAL OF HER FATHER WHEN HE COMES TO THE UNITED STATES FOR OFFICIAL PURPOSES. ON OTHER OCCASIONS CASH IS SENT BY HER FATHER THROUGH GABON EMISSARIES.

BONGO-ASTIER ADVISED THAT SHE ISSUES VERY FEW CHECKS AND PAYS MANY LARGER BILLS USING CERTIFIED OR OFFICIAL CHECKS. SHE USES HER COMMERCE DEBIT CARD AND CREDIT CARD FREQUENTLY IN ADDITION TO A HSBC CREDIT CARD. SHE ADDED THAT WHEN SHE NEEDS CASH SHE GENERALLY USES HER ATM CARD. AN EDDO REVIEW OF CURRENT TRANSACTIONAL HISTORY SUPPORTS THE AFOREMENTIONED.

BONGO-ASTIER STATED THAT SHE HAS 60 SIBLINGS AND HER BIOLOGICAL MOTHER, MARIE YZA ESTIR, IS A CANADIAN CITIZEN WHO HAS RESIDED IN CANADA FOR OVER 30 YEARS. BONGO STATED THAT SHE ALSO IS A CANADIAN CITIZEN BUT HAS RESIDED IN NEW YORK FOR THE PAST SEVERAL YEARS.

COMMERCE BANK

Permanent Subcommittee on Investigations
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THE FOLLOWING BACKGROUND AND HISTORICAL INFORMATION WAS OBTAINED AT THE CONCLUSION OF THE INTERVIEW:

FULL NAME: YAMILLE HADJIA BONGO-ASTIER

AKA: YA YA BONGO

ADDRESS: [redacted], NEW YORK, NY 10014

TELEPHONE: 646[redacted]

POB: MEXICO

CANADIAN PASSPORT #: [redacted]

US VISA #: [redacted]

NATIONALITY: GABON

DOB: 12/07/1977

SSAN: [redacted]

RA#: [redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

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To: His Excellency
Charles MBA

From: Jeffrey Birrell

Cc: El Hadj Abass Haidara

Re: 1) U.S. Air Carrier Passenger/Cargo Service to Gabon
2) U.S. Venture Capital Fund for Gabon

Date: March 27, 2007

Dear Minister Mba:

It was a pleasure meeting you in Washington, D.C. last week.

1) U.S. Air Carrier (Passenger/Cargo) Service to Gabon.

To follow up on our discussion about the promotion of U.S.-Gabonese business and political ties, I suggest that we embark on an effort to bring a U.S. air carrier to Gabon. This effort will extend beyond public relations and can develop immediate and long-term financial revenues.

As noted, I worked this issue in 2006 with a very high level of success. I visited the headquarters of Continental Airlines. I made a comprehensive presentation to Continental concerning the economic development of Gabon and the Gulf of Guinea region. This presentation was made with the support of Bill Archer, a former Member of Congress from Texas, Barrie Walkley, the current U.S. Ambassador to Gabon and with several U.S. aviation experts.

My presentation to Continental was very well received. However, Continental had just failed following two years of negotiations with the Nigerian government and the expenditure of $10 million to establish direct air links between the United States and Nigeria – primarily to service the U.S. oil trade. General Obsanjo opted, one day prior to signing an agreement with Continental, to form a joint-venture with Virgin Atlantic. (I note that Virgin still does not have approved U.S. landing rights for the Lagos-New York route.)

I believe that bringing a U.S. carrier to Gabon has several positive aspects:

A) Competition with Air France will bring lower airfares to Gabon.
B) Substantial financial revenue flows.
C) Increased U.S. direct investment in the airport and in Libreville.
D) Increased positive U.S. political, economic, military interaction.
E) Support for the U.S. Africa Command (document forcoming for President Bongo).

Permanent Subcommittee on Investigations
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GRACE 0636

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F) Possible development of a Libreville-based regional passenger/cargo feeder network.

While I was operating on this project with the knowledge of President Bongo, I believe that it will be important to make a formal presentation to Continental. Therefore, I would suggest that you seek out a "mandate" from the President to open these formal discussions. I would be very pleased if the "mandate" could include a reference to The Grace Group, LLC and I believe that this will strengthen my firm's ability to assist His Excellency in this matter.

If the President so directs, I will engage former Congressman Archer (who has met the President several times and has worked on a number of important projects for Gabon) to contact the Chairman of Continental and we can arrange our travel to Houston, Texas to meet with the Vice President of International Routes and perhaps other senior decision makers within Continental Airlines.

I hope that we can cooperate on this matter; I believe brining a U.S. air carrier to Gabon will have immediate and lasting positive political and economic returns for Gabon.

2) U.S. Venture Capital Fund for Gabon.

I trust that you will review the letter from Jim Dunlap of the Atlantic Fund. I believe that it is very important that the President agree to meet with Walter Kanstiener and Jim Dunlap at the soonest possible date to discuss the President's participation in the Fund. The Fund has been successful in developing allied funding from high-dollar investors in the United States and Middle East. If the President assumes the founding position in the fund (as was agreed in Washington, D.C. in one-on-one discussions) then he will have de facto control of the fund's scope and direction and much of the initial capital can be put to work in Gabon or on projects that are important to the Head of State.

I would propose that a meeting with President Bongo be arranged for the week of April 16, 2007. This meeting would coincide with other meetings pursuant to the purchase of the C-130 fleet and the establishment of a aircraft maintaince facility in Libreville.

If you could so advise me to the President's response to these matters and provide some proposed meeting dates, I will coordinate with all of the relevant actors.

Thank you and best regards.

GRACE 0637

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United States Department of State
Directorate of Trade Defense Controls
Registered Broker

October 18, 2006 *Confidential*

His Excellency, El Hadj Omar Bongo Ondimba
President,
The Gabonese Republic

Dear Mr. President:

The objective of the Atlantic Fund is to provide high rates of financial return by making targeted investments in Africa and other high growth areas. I believe, more importantly, that the Fund will position positively Gabon at the investment intersection of the United States and the Gulf of Guinea -- which will further focus Gabon in America's strategic foreign policy interests.

The details of the Atlantic Fund were first presented to you by Walter and Jim in Washington, D.C. prior to your 2004 bilateral White House discussions with President Bush. Regretabley, the ensuing discussions involving the Gabonese officials charged with establishing Your Excellency's position in the Fund were not ultimately productive.

However, developments in the United States, in Gabon and in the Gulf of Guinea, call for a reexamination of the merits of the Atlantic Fund.

Your Excellency's financial contribution will be important. However, it is your direct personal participation which lends the regional credibility for the Fund to attract additional capital from known Wall Street and Middle East investors looking for an investment vehicle for African opportunities.

It is important to note that while the purpose of the Fund is to develop high rates of financial return, it has been designed to position Gabon and Your Excellency at the nexis of vital commercial and political interest – in the United States and in Central Africa. This will become critical as development in the Gulf of Guinea brings foreign investment and a corresponding influx of American militarty interests.

Therefore, the Atlantic Fund can become more than just an investment vehicle. Opportunities to link political developments with the economics of the Fund can support domestic and regional commercial, political and military goals.

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The Fund can make its initial targeted investments in Gabon. Other investment plans, which are already underway, would be melded into the overall Fund portfolio. As the strategic initial investor, Your Excellency could exercise a high degree of control over the Fund's investment plans and actively shape the terms as other investors enter the Fund.

The life of the Fund is 10 years. Eight years would be operationally active for investment and the final two years would be "wind down." Initial capital investments would be returned at the end of the 10 years or in the event of withdrawing from the Fund. Profits would be distributed on the occurrence of each investment liquidation. The distribution of profits would be 80 percent to investors and 20 percent to the Management Team which would carry a nominal annual management fee of 3.5 percent. I have been advised that the annual return is expected to be several times market.

Mr. President, I am well aware that there are many such investment vehicles available to you. However, there are several qualities that distinguish the Atlantic Fund from all other funds. These include:

1. The Fund centers Gabon and Your Excellency at the nexis of the commercial, political and military confluence in the Gulf of Guinea.
2. The Fund will be highly responsive to Your Excellency's direction.
3. The Fund can invest a meaningful percentage of its resources in Gabon.
4. The Fund will be completely confidential to Your Excellency.
5. The Fund will be completely transparent to Your Excellency.
6. The Fund will be managed by a team of individuals who you know and trust.
7. The Fund will be managed in such a way as to maximize relationships in Washington, D.C. and New York for Your Excellency.
8. The Fund can have direct and meaningful cross-border implications for Gabon and its neighbor states.
9. Your Excellency can finance other investments through the Fund.

My role in this matter would be to work closely with the Fund Management Team and to act as your direct liaison with the Fund. All information and aspects of your investment would be held closely and I would report directly to you.

Therefore, I would seek your permission to bring Walter and Jim back to Gabon. The purpose of this meeting will be to codify Your Excellency's participation in the Atlantic Fund -- confidentially, quickly and transparently.

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CASH IN

UNITED BANK

TELLER NUMBER 01

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CURRENCY

COIN

CHECKS

DEPOSIT TICKET

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UNITED

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Permanent Subcommittee on Investigations
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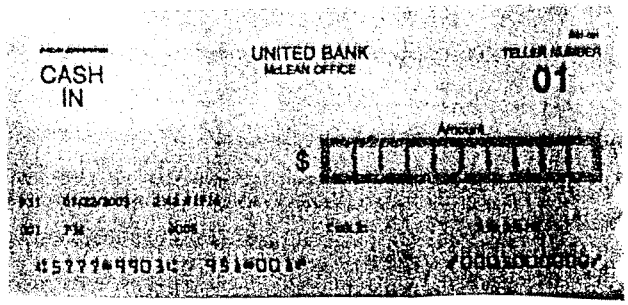

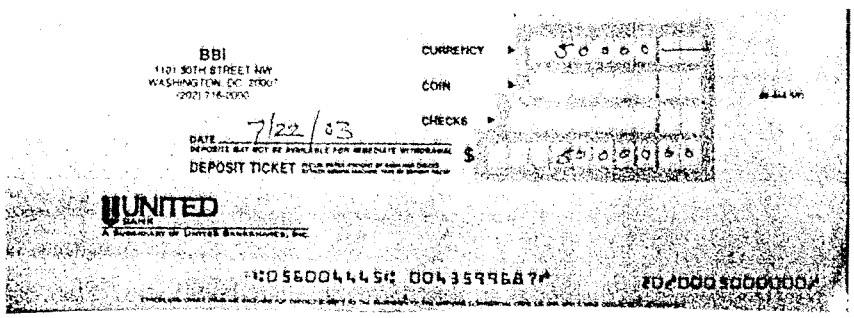

Permanent Subcommittee on Investigations
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psi-ub-000377

BBI

CURRENCY ▸ 50 000.00

COIN ▸

CHECKS ▸

DATE 1/23/03

DEPOSIT TICKET $ 50 000.00

UNITED BANK

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CASH IN

UNITED BANK
McLEAN OFFICE

TELLER NUMBER
02

Amount

$

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 594

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CASH IN

UNITED BANK
McLEAN OFFICE

TELLER NUMBER
03

Amount
$

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BBI
[illegible] 30TH STREET NW
WASHINGTON, DC 20007
[illegible]

CURRENCY ▸ 2,000,000
COIN ▸
CHECKS ▸
$ 2,000,000

DATE 5/20/2004
DEPOSIT MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
DEPOSIT TICKET

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 594

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ph44585 on D330-44585-7600 with DISTILLER

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PAYEUR DU GABON A. WASHINGTON
PH. 202-797-1000
2034 - 20TH STREET, N.W.
WASHINGTON, DC 20009

17807

DATE 05/25/04

PAY TO THE ORDER OF Barron - Birrell, Inc. $ 150,000.00

One Hundred Fifty Thousand and 00/100 DOLLARS

RIGGS
www.riggsbank.com

FOR

⑈017807⑈ ⑆054000030⑆ 17192547⑈ 20/0015000000/

BBI

CURRENCY ▸

COIN ▸

CHECKS ▸ 150000.00

DATE 5/26/04

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DEPOSIT TICKET $ 150000.00

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 594

psi-ub-000385

CORPORATE AUTHORIZATION RESOLUTION

UNITED BANK
1320 Old Chain Bridge Rd.
McLean, VA 22101

Referred to in this document as "Financial Institution"

By: BBI
1101 30TH ST NW
WASHINGTON, DC 20007
4359-9687

Referred to in this document as "Corporation"

I, Jeffrey C. Birrell, certify that I am Secretary (clerk) of the above named corporation organized under the laws of DC, Federal Employer I.D. Number [redacted], engaged in business under the trade name of Barron-Birrell Inc, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 1991 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

	Name and Title or Position	Signature	Facsimile Signature (if used)
A.	Jeffrey C. Birrell-Pres & CEO	X	X
B.	David Henry Barron-Char&VP	X	X
C.		X	X
D.		X	
E.		X	
F.		X	

[redacted] = Redacted by the Permanent Subcommittee on Investigations

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A, B	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share account(s) in the name of the Corporation.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other	

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect

CERTIFICATION OF AUTHORITY
I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority t adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise th same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the sea of the Corporation on 03/13/2003 (date)

Attest by One Other Officer

Secretary

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Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, June 8, 2004

This is to certify that the certificate of organization of

The Grace Group, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: June 8, 2004

STATE CORPORATION COMMISSION VIRGINIA SIC SEMPER TYRANNIS 1903

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

Permanent Subcommittee on Investigations
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GRACE 1107

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COMMONWEALTH OF VIRGINIA

THEODORE V. MORRISON, JR.
CHAIRMAN

CLINTON MILLER
COMMISSIONER

MARK C. CHRISTIE
COMMISSIONER

JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION
Office of the Clerk

June 8, 2004

DANA G THERIOT
CARR MORRIS ET AL
1120 G ST NW STE 930
WASHINGTON, DC 20005-3801

[redacted] = Redacted by the Permanent Subcommittee on Investigations

RE: The Grace Group, LLC
ID: [redacted]
DCN: [redacted]

Dear Customer:

This is your receipt for $100.00, to cover the fees for filing articles of organization for a limited liability company with this office.

The effective date of the filing is June 8, 2004.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

DLLCRCPT
LLNCD
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THE GRACE GROUP, LLC

OPERATING AGREEMENT

dated June 8, 2004

by

Jeffrey C. Birrell

Member

Permanent Subcommittee on Investigations
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OPERATING AGREEMENT

OF

THE GRACE GROUP, LLC

AGREEMENT, made June 8, 2004, by Jeffrey C. Birrell, having an address at 1239 Beverly Road, McLean, Virginia 22101 ("Member" or "Managing Member").

WITNESSETH:

WHEREAS, the subscriber hereto desires to form a limited liability company pursuant to the laws of the Commonwealth of Virginia for the purposes hereinafter set forth, and to establish his rights and obligations in connection with the limited liability company;

NOW, THEREFORE, the Member adopts the following Operating Agreement:

1. Formation

Jeffrey C. Birrell hereby confirms that on June 8, 2004 he formed a limited liability company (the "Limited Liability Company") pursuant to the provisions of the Virginia Code Annotated Sections 13.1-1000 to 13.1-1073, for the purposes and the period and upon the terms and conditions hereinafter set forth. The Member has caused to be filed the Articles of Organization of the Limited Liability Company, and shall execute, acknowledge, swear to and file any other documents required under applicable law.

2. Name

The name of the Limited Liability Company shall be The Grace Group, LLC, and all business of the Limited Liability Company shall be conducted under said name, or such other name as the Member from time to time may determine.

3. Purposes

The purposes of the Limited Liability Company are to incur indebtedness, secured and unsecured; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Limited Liability Company; and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the Managing Member in his discretion may deem desirable.

4. Place of Business

The principal place of business and specified office of the Limited Liability Company at which the records required to be maintained by the Limited Liability Company under the Virginia Code Annotated Sections 13.1-1000 to 13.1-1073 are to be kept shall be at

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such places of business within or outside of the Commonwealth of Virginia as the Managing Member from time to time may designate.

The Limited Liability Company hereby designates Jeffrey C. Birrell whose post office address is 1239 Beverly Road, McLean, Virginia 22101, and whose physical address is 1239 Beverly Road, McLean, Virginia 22101, as the Registered Agent of the Limited Liability Company for service of process.

The registered office and Registered Agent may be changed from time to time by the Managing Member by filing the prescribed forms with the appropriate governmental authorities.

5. Term

The term of the Limited Liability Company shall commence on the filing the Articles of Organization of the Limited Liability Company and have a perpetual existence unless it is sooner terminated in accordance with this Agreement.

6. Capital Contributions

The Member shall not be required to contribute to the capital of the Limited Liability Company either on formation of the Limited Liability Company or at any time thereafter.

Except as specifically provided in this Agreement or required by law, no Member shall have the right to withdraw or reduce his contributions to the capital of the Limited Liability Company until the termination of the Limited Liability Company. No Member shall have the right to demand and receive any distribution from the Limited Liability Company in any form other than cash, regardless of the nature of such Member's capital contribution. No Member shall be paid interest on capital contributions to the Limited Liability Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Limited Liability Company shall be limited to paying: the capital contribution of such Member when due under this Agreement; such Member's share of any undistributed assets of the Limited Liability Company; and (only if and to the extent at any time required by applicable law) any amounts previously distributed to such Member by the Limited Liability Company.

7. Loans and Advances by Member

If any Member shall loan or advance any funds to the Limited Liability Company in excess of the capital contribution of such Member prescribed herein, such loan or advance shall not be deemed a capital contribution to the Limited Liability Company and shall not in any respect increase such Member's interest in the Limited Liability Company.

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8. Allocations and Distributions

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member below:

Members	Percentage Interest
Jeffrey C. Birrell	100 percent

During each fiscal year, the net profits and net losses of the Limited Liability Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests.

9. Books, Records and Tax Returns

At all times during the continuance of the Limited Liability Company, the Managing Member shall keep or cause to be kept complete and accurate records and books of account in which shall be entered each transaction of the Limited Liability Company in accordance with generally accepted accounting principles.

The fiscal year of the Limited Liability Company for both accounting and income tax purposes shall be the calendar year. The Limited Liability Company shall report its operations, net income and net losses in accordance with the methods of accounting selected by the Managing Member.

The Managing Member may employ on behalf of the Limited Liability Company and at the expenses of the Limited Liability Company such firm of certified public accountants as the Managing Member in his sole discretion deems appropriate to serve as the Limited Liability Company's accountants.

The Managing Member shall furnish to each Member, within seventy-five days after the end of each fiscal year, an annual report of the Limited Liability Company which shall include a balance as of the end of such fiscal year; a profit and loss statement of the Limited Liability Company for such fiscal year; a statement of the balance in the capital account of such Member; and the amount of such Member's share of the Limited Liability Company's income, gain, losses, deductions and other relevant items for Federal income tax purposes.

The Managing Member shall prepare or cause to be prepared all Federal, State and local income tax and information returns for the Limited Liability Company, and shall cause such tax and information returns to be filed timely with the appropriate governmental authorities. Within seventy-five days after the end of each fiscal year, the Managing Member shall forward to each person who was a Member during the preceding fiscal year a true copy of the Limited Liability Company's information return filed with the Internal Revenue Service for the preceding fiscal year. The Managing Member shall not be liable to any Member if any taxing authority

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disallows or adjusts any deductions or credits in the Limited Liability Company's income tax or information returns.

The Managing Member shall furnish to each Member, promptly upon request, a current list of the names and addresses of all of the Managing Member and other Members of the Limited Liability Company, and any other persons or entities having any financial interest in the Limited Liability Company.

10. Bank Accounts

All funds of the Limited Liability Company shall be deposited in the Limited Liability Company's name in such bank account or accounts as shall be designated by the Managing Member. Withdrawals from any such bank accounts shall be made only in the regular course of business of the Limited Liability Company and shall be made upon such signature or signatures as the Managing Member from time to time may designate.

11. Management of the Limited Liability Company

The Member hereby designates Jeffrey C. Birrell, having an address at 1239 Beverly Road, McLean, Virginia 22101, to serve as Managing Member for the Limited Liability Company.

The business and affairs of the Limited Liability Company shall be conducted and managed by the Managing Member of the Limited Liability Company in accordance with this Agreement and the laws of Virginia.

At any time there is more than one Managing Member, any difference arising as to any matter within the authority of Managing Members shall be decided by a majority in number of the Managing Members.

If at any time the Managing Member does not own, in the aggregate, at least 20 percent of the Members' Percentage Interests, all of the Members shall be Managing Members until such time as the Members duly elect Managing Members who do own at least 20 percent of the Members' Percentage Interests.

The Managing Member shall have responsibility for the day-to-day management of the business and affairs of the Limited Liability Company and shall devote such time and attention as the Managing Member deems necessary to the conduct and management of the business and affairs of the Limited Liability Company.

The Managing Member hereby is given sole power and authority to execute instruments on behalf of the Limited Liability Company and to otherwise bind the Limited Liability Company.

No Member, other than the Managing Member or his designees, shall have the authority, or shall take any action as a Member, to bind the Limited Liability Company.

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The Managing Member shall be reimbursed by the Limited Liability Company for all direct out-of-pocket expenses incurred by the Managing Member on behalf of the Limited Liability Company in connection with the performance of his duties hereunder, including without limitation amounts payable by the Managing Member for office, accounting, bookkeeping and other services, materials, facilities and professional and legal services rendered or furnished to the Limited Liability Company.

The Managing Member shall receive, as compensation for the services of the Managing Member to the Limited Liability Company, such sums as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

A Managing Member's duty of care in the discharge of the Managing Member's duties to the Limited Liability Company and the Members is limited to refraining from engaging in grossly negligent conduct, intentional misconduct, or a knowing violation of law. In discharging the duties of a Managing Member, the Managing Member shall be fully protected in relying in good faith upon the records of the Limited Liability Company and upon such information, opinions, reports or statements by other Managing Members, Members, agents or other persons as to matters the Managing Member reasonably believes are within such person's professional or expert competence, including without limitation information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Limited Liability Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

To the extent of the Limited Liability Company's assets, and to the extent permitted by law, the Limited Liability Company shall indemnify and hold each Managing Member harmless from and against all liability, claim, loss, damage or expense, including reasonable attorneys' fees, incurred by the Managing Member by reason of any act or omission of the Managing Member made in good faith on behalf of the Limited Liability Company.

Except as expressly provided elsewhere in this Agreement, any decisions which are to be made by the Members, rather than the Managing Member, shall be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

12. Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Limited Liability Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of his interest in the Limited Liability Company, including without limitation the capital, profits or distributions of the Limited Liability Company without the prior written consent of the other Members in each instance.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Limited Liability Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Limited

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Liability Company has given consent to the assignment of such interest in the allocations and distributions of the Limited Liability Company by the unanimous vote or consent of the Members. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Limited Liability Company and is admitted to the Limited Liability Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Limited Liability Company or other person holding any interest in the Limited Liability Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Limited Liability Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Managing Member, has been delivered to the Limited Liability Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Limited Liability Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Managing Member that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable State and Federal securities laws. No interest in the Limited Liability Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Managing Member and the Limited Liability Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Managing Member the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Managing Member to establish to the satisfaction of the Managing Member that an interest has been assigned or transferred in accordance with this Agreement.

13. Admission of New Members

The Member may admit new Members (or transferees of any interests of existing Members) into the Limited Liability Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Managing Member, as the Managing Member may deem necessary or desirable to effectuate such admission and to

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confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Managing Member may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Limited Liability Company. The Managing Member may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) or the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Limited Liability Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Limited Liability Company as a partnership for income tax purposes.

14. Withdrawal Events Regarding Members and Election to Continue the Limited Liability Company

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Limited Liability Company pursuant to the laws of Virginia (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Limited Liability Company shall terminate sixty days after notice to the Members of such Withdrawal Event unless the business of the Limited Liability Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Limited Liability Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Limited Liability Company.

In the event of a Withdrawal Event with respect to any Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interest of such Member in the Limited Liability Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of his assets; or makes a general assignment for the benefit of creditors; or is adjudicated a bankrupt or an insolvent; or files a voluntary petition in bankruptcy or a petition or

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an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against him in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or takes any action for the purpose of effecting any of the foregoing; or an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

15. Dissolution and Liquidation

The Limited Liability Company shall terminate upon the occurrence of any of the following: the expiration of the period fixed for the duration of the Limited Liability Company pursuant to Article 5, as the same may be extended by the Members; the election by the Members to dissolve the Limited Liability Company made by the unanimous vote or consent of the Members; the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Limited Liability Company as provided for in Article 14 above; or any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Limited Liability Company.

The liquidation of the Limited Liability Company shall be conducted and supervised by the Managing Member or if there be none then by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Limited Liability Company in accordance with this Agreement.

Promptly after the termination of the Limited Liability Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Limited Liability Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Limited Liability Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Limited Liability Company shall be applied and distributed in the following order of priority: (a) to the payment of the expenses of liquidation and the debts and liabilities of the Limited Liability Company, other than debts and liabilities to Members; (b) to the payment of debts and liabilities to Members; (c) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Limited Liability Company, which reserves shall be paid over to an attorney-at-law admitted to practice in the Commonwealth of Virginia as escrowee, to be held for a period of two years for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as hereinafter provided; (d) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any

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positive balance in his capital account, in accordance with the rules and requirements of Trea. Reg. Section 1.704-1(b)(2)(ii)(b); and (e) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Trea. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall cease to be such, and the Managing Member shall execute, acknowledge and cause to be filed such certificates and other instruments as may be necessary or appropriate to evidence the dissolution and termination of the Limited Liability Company.

16. Representations Of Members

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Limited Liability Company for the Member's own account as an investment and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21, or if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute and perform its obligations under this Agreement; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

17. Notices

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Limited Liability Company, to the Limited Liability Company c/o the Managing Member at his address first above written or to such other address or addresses as may be designated by the Limited Liability Company or the Managing Member by notice to the Members pursuant to this Article 17; (b) if to the Managing Member, to the Managing Member at his address first above written or to such other address or addresses as may be designated by the Managing Member by notice to the Limited Liability Company and the Members pursuant to this Article 17; and (c) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Limited Liability Company and the other Members pursuant to this Article 17.

18. Arbitration

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of

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the Limited Liability Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorneys' fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

19. Amendments

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding two-thirds of the Members' Percentage Interests. No amendment may be made to Articles 6, 8, 12 and 15 hereof, insofar as said Articles apply to the financial interests of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

20. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the Commonwealth of Virginia. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities. The Managing Member and the Members collectively are referred to herein as the Members. Any one of the Members is referred to herein as a Member.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of Federal income tax rules or is expressly prohibited or ineffective under the Virginia Code Annotated Sections 13.1-1000 to 13.1-1073, this Agreement

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shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Virginia Code Annotated Sections 13.1-1000 to 13.1-1073, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Virginia Code Annotated Sections 13.1-1000 to 13.1-1073. If the Virginia Code Annotated Sections 13.1-1000 to 13.1-1073 is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first above written.

Jeffrey C. Birrell

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IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0352114164
Aug. 23, 2004 LTR 147C
[redacted] 000000 00 000
Input Op: 0352114164 03535
BODC: SB

GRACE GROUP LLC
BIRRELL JEFFREY SOLE MBR
1239 BEVERLY RD
MCLEAN VA 22101-2802390

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Employer Identification Number: [redacted]

Dear Taxpayer:

We received your request of Aug. 12, 2004 asking us to verify your employer identification number (EIN) and name.

Your employer identification number (EIN) is [redacted]. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence or documents.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 598

GRACE 1105

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0352114164
Aug. 23, 2004 LTR 147C
[redacted] 000000 00 000
Input Op: 0352114164 03536

GRACE GROUP LLC
BIRRELL JEFFREY SOLE MBR
1239 BEVERLY RD
MCLEAN VA 22101-2802390

[redacted] = Redacted by the Permanent Subcommittee on Investigations

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Susan W. Carroll
Field Dir., Accounts Management

Enclosure(s):
Copy of this letter

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CARR, MORRIS & GRAEFF, P.C.
ATTORNEYS AT LAW
1120 G STREET, N.W.
SUITE 930
WASHINGTON, D.C. 20005-3801
202-789-1000

FAX 202-628-3834

DANA G. THERIOT
202-628-2418
E-MAIL: DTHERIOT@CMGPC.COM

September 15, 2004

ATTORNEYS ADMITTED IN
DC MD VA NY NJ FL

Department of the Treasury
Internal Revenue Service
Cincinnati, Ohio 45999-0038
Attn: Susan W. Carroll

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Re: Grace Group LLC ([redacted])

Dear Ms. Carroll:

We received a document from your office indicating that the above-referenced company had one member – Jeffrey Birrell. This is incorrect. Grace Group LLC is solely owned by Diane Duffy, Mr. Birrell's wife. The social security number of Ms. Duffy is [redacted] In response to a "3rd Party Request for Missing Information to Validate Internet EIN" this corrected information was supplied. I contacted your office today and spoke with an agent. She advised me to write this office and ask that a letter or other notice be generated reflecting the fact that Diane Duffy is the single member of this company. The principal address and EIN remain the same. Therefore, please send a letter or other notice to my attention that reflects the fact that Diane Duffy is the sole member of Grace Group LLC.

Thank you for your prompt attention to this matter. If you have any questions please contact me at (202) 789-1000.

Very truly yours,

Dana G. Theriot

Dana G. Theriot

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 598

GRACE 1104

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LLC-1016 (07/03)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

STATEMENT OF CHANGE OF REGISTERED OFFICE AND/OR REGISTERED AGENT

1. Limited Liability Company's Name: The Grace Group, LLC
Limited Liability Company's SCC ID#: [redacted]

2. Current registered agent's name and registered office address on record:

JEFF BIRRELL

1239 BEVERLY RD

MCLEAN, VA 22101-0000

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Fully complete items 3, 4 and 5, even if some information remains unchanged.

3. Registered agent's name and registered office address after this statement is filed with the Commission:
Diane Duffy
1239 Beverly Road
McLean, Virginia 22101

4. The registered agent named in item 3 is (mark appropriate box):
(A) an individual who is a resident of Virginia and
(✓) a member or manager of the limited liability company.
( ) an officer or director of a corporate member/manager of the limited liability company.
( ) a general partner of a general or limited partnership that is a member or manager of the limited liability company.
( ) a trustee of a trust that is a member of the limited liability company.
( ) a member of the Virginia State Bar.
OR
(B) ( ) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

5. Locality of registered office:

(A) Current registered office locality: FAIRFAX COUNTY

(B) Registered office locality after this statement is filed: ( ) city or (✓) county of Fairfax.

6. After the foregoing change(s) is (are) made, the limited liability company will be in compliance with the requirements of § 13.1-1015 of the Code of Virginia.

7. Complete "(A)" if a new registered agent is being appointed.

(A) The undersigned member/manager/authorized person executes this statement on behalf of the limited liability company as of:
12-20-04 (Date) Diane Duffy (Signature) Diane Duffy, Managing Member (Printed Name & Title)

Complete "(B)" if the registered agent (i) is remaining the same but has changed his/her/its name or business office address or (ii) is the surviving entity of a merger with the registered agent named in item 2:

(B) The undersigned registered agent declares that a copy of this statement has been mailed to the limited liability company named in item 1, above.

(Date)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 599

GRACE 1124

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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LLC-1016
(07/06)

STATEMENT OF CHANGE OF REGISTERED OFFICE
AND/OR REGISTERED AGENT

1. Limited Liability Company's Name: Limited Liability Company's SCC ID#: [redacted]

The Grace Group, LLC

2. Registered agent's name and registered office address currently on record with the SCC:

~~DIANE DUFFY~~

1239 BEVERLY RD

MCLEAN, VA 22101-0000

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Fully complete items 3, 4 and 5, even if some information remains unchanged.

3. After this statement is filed with the Commission, the name of the company's registered agent and address of its registered office in **VIRGINIA**, including the street and number, if any, will be:

JEFFREY CLARKE BIRRELL

4. The registered agent named in item 3 is **(mark appropriate box):**
   (A) an individual who is a **resident of Virginia** and
   - ☒ a member or manager of the limited liability company.
   - ☐ a member or manager of a limited liability company that is a member or manager of the limited liability company.
   - ☐ an officer or director of a corporate member/manager of the limited liability company.
   - ☐ a general partner of a general or limited partnership that is a member or manager of the limited liability company.
   - ☐ a trustee of a trust that is a member of the limited liability company.
   - ☐ a member of the Virginia State Bar.

   OR

   (B) ☐ a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

5. Locality of **VIRGINIA** registered office:
   (A) Current registered office locality: **FAIRFAX COUNTY**
   (B) Registered office locality after this statement is filed: ☐ county or ☐ city of _____.

6. After the foregoing change(s) is (are) made, the limited liability company will be in compliance with the requirements of § 13.1-1015 of the Code of Virginia.

7. (A) Executed in the name of the limited liability company by:

(signature)	(printed name and title (e.g., manager or member))	(date)
[signature]	JEFFREY BIRRELL	10/21/07

CHECK IF APPLICABLE **(see instructions)**:

☒ The person signing this document on behalf of the limited liability company has been delegated the right and power to manage the company's business and affairs.

(The statement must be executed in the name of the limited liability company by any manager or other person who has been delegated the right and power to manage the business and affairs of the limited liability company, or if no managers or such other persons have been selected, by any member of the limited liability company.)

OR

(B) *(May be used in lieu of (A) only for the circumstances set forth in the Instructions.)*

The undersigned registered agent declares that a copy of this statement has been mailed to the limited liability company named in item 1, above.

_____ (date) _____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 600

GRACE 1110

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S125081 - 2
CISB344

MAIL THE ENCLOSED FORM TO:

JEFF BERRELL
1239 BEVERLY RD
MCLEAN, VA 22101

INSTRUCTIONS FOR COMPLETING ENCLOSED FORM LLC-1016

The law requires that the information supplied in this statement be on the form that is prescribed and supplied by the Commission. The statement must be in the English language, presented on uniformly white, opaque paper, and be typewritten or printed in black, legible and reproducible, and free of visible watermarks and background logos.

Item 3. The limited liability company may not serve as its own registered agent.

The address of the registered office, which must be identical with the registered agent's business office must be located in **VIRGINIA** and must include a street number and name, except that a rural route and box number may be used only if no street address is associated with the location of the registered office; a post office box is only acceptable for towns/cities that have a population of 2,000 or less if no street address or rural route and box number is associated with the location of the registered office.

Item 4. Check one of the boxes to indicate the qualification of the registered agent. The registered agent must meet one of the qualifications listed.

Item 5. (B) Set forth the name of the county or independent city in which the registered office is physically located. Counties and independent cities in Virginia are separate local jurisdictions.

Item 7. (A) The statement must be signed by a manager or other person who has been delegated the right and power to manage the business and affairs of the limited liability company, or if no managers or such other persons have been selected, by any member of the limited liability company, or if the limited liability company has been formed without any managers or members and no members have been admitted, by an organizer, or if the limited liability company is in the hands of a receiver, trustee or other court-appointed fiduciary, by that fiduciary. See § 13.1-1003 of the Code of Virginia.

IMPORTANT: If the statement is being signed by a person, other than a manager or member, who has been delegated the right and power to manage the business and affairs of the limited liability company, the box below the signature area must be marked. The delegation of the right and power to manage the business and affairs of the limited liability company will not be inferred from execution of the statement by a person with the title of "president" or other officer of the limited liability company.

(B) If the current registered agent has changed his/her/its name or business office address to a different location in Virginia, or has merged into an entity that is qualified to serve as a registered agent, the registered agent or surviving entity is the only person who is required to sign this statement.

It is a Class 1 misdemeanor for any person to sign a document he or she knows is false in any material respect with intent that the document be delivered to the Commission for filing. See § 13.1-1006 of the Code of Virginia.

Submit the original, signed statement to the Clerk of the State Corporation Commission, P.O. Box 1197, Richmond, Virginia 23218-1197, (Street address: 1300 East Main Street, Tyler Building, 1st Floor, Richmond, Virginia 23219). If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

DO NOT RETURN THIS INSTRUCTION PAGE FOR FILING

GRACE 1111

ph44585 on D330-44585-7600 with DISTILLER

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FEB. 8 2007 11:43AM MAIL ROOM NO. 048 P. 2

LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

UNITED BANK
1320 Old Chain Bridge Rd.
McLean, VA 22101

Referred to in this document as "Financial Institution"

By: THE GRACE GROUP LLC
1239 BEVERLY ROAD
MCLEAN VA 22101-2802
004389-9095

Referred to in this document as "Limited Liability Company"

I, DAINE T DUFFY, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of VIRGINIA, Federal Employer I.D. Number [redacted], engaged in business under the trade name of THE GRACE GROUP LLC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on 06-17-2005 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. DIANE T DUFFY /PRESIDENT	x Diane T. Duffy	x
B. JEFFREY C BIRRELL	x [signature]	x
C.	x	x
D.	x	[redacted] = Redacted by the Permanent Subcommittee on Investigations
E.	x	
F.	x	x

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A	(1) Exercise all of the powers listed in this resolution.	1
A	(2) Open any deposit or share account(s) in the name of the Limited Liability Company.	
A	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
A/B	(4) Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness.	
A/B	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
A	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
A	(7) Other	

LIMITATIONS ON POWERS The following are the Limited Liability Company's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated 06-17-2005. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on 06/17/2005 (date)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 601

Member Manager or Designated Member

© 1985, 1987 Beasley Systems, Inc., St. Cloud, MN Form LL

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LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

UNITED BANK
1320 Old Chain Bridge Rd.
McLean, VA 22101

Referred to in this document as "Financial Institution"

By: THE GRACE GROUP LLC
1239 BEVERLY ROAD
MCLEAN VA 22101-2802
004360-0485

Referred to in this document as "Limited Liability Company"

I, Jeffrey C. Birrell, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of VIRGINIA, Federal Employer I.D. Number [redacted], engaged in business under the trade name of THE GRACE GROUP LLC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

	Name and Title or Position	Signature	Facsimile Signature (if used)
A		X	X
B.	JEFFREY C BIRRELL/	X	X
C.		X	X
D.		X	
E.		X	
F.		X	X

[redacted] = Redacted by the Permanent Subcommittee on Investigations

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
AB	(1) Exercise all of the powers listed in this resolution.	1
AB	(2) Open any deposit or share account(s) in the name of the Limited Liability Company.	1
AB	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
AB	(4) Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness.	1
AB	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	1
AB	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	1
AB	(7) Other _____	1

LIMITATIONS ON POWERS The following are the Limited Liability Company's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on 09/14/2005 (date)

X _____ X _____
Manager or Designated Member

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 601

ph44585 on D330-44585-7600 with DISTILLER
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568401.622

up Dated

Account Agreement

Date: 4-7-05

Institution Name & Address

United Bank
1320 Old Chain Bridge Rd.
McLean, VA 22101
951

VIC=F

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

DTD

Owner/Signer Information 1	
Name	[redacted] Diane T. Duffy
Relationship to Account (Owner and/or Signer, etc.)	OWNER
Address	1239 BEVERLY RD MCLEAN VA 22101
Mailing Address (if different)	
Home Phone	703-[redacted]
Work Phone	703-828-0858 - 202-[redacted]
Mobile Phone	
E-Mail	
Birth Date	12-05-[redacted] DTD
SSN/TIN	[redacted]
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	VADRIC [redacted] ex. 12-5-09 Issued 10-1-04
Other ID (Description, Details)	GOV ID 27743
Employer's Name & Address	LIBRARY OF CONGRESS
Previous Financial Inst.	

Owner/Signer Information 2	
Name	JEFFREY C BIRRELL
Relationship to Account (Owner and/or Signer, etc.)	CO-OWNER
Address	1239 BEVERLY RD MCLEAN VA 22101-2802
Mailing Address (if different)	
Home Phone	703-[redacted]
Work Phone	703-[redacted]
Mobile Phone	202-[redacted]
E-Mail	
Birth Date	04-24-1958
SSN/TIN	[redacted]
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	VA DL [redacted] ISS [redacted] EXP 04-[redacted]
Other ID (Description, Details)	FVP/existing client
Employer's Name & Address	BBI.
Previous Financial Inst.	UNITED BANK

Internal Use

Account Title & Address

[redacted]
THE GRACE GROUP LLC

1239 BEVERLY ROAD
MCLEAN VA 22101-2802

Ownership of Account

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common) { X _____ X _____
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust-Separate Agreement Dated: _____
- ☐ _____
- ☐ Corporation - For Profit
- ☐ Partnership
- ☐ Corporation - Nonprofit
- ☐ Sole Proprietorship
- ☒ Limited Liability Company

Beneficiary Designation

(Check appropriate ownership above.)

- ☐ Revocable Trust
- ☐ Pay-On-Death (POD)
- ☐ _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

[redacted] = Redacted by the Permanent Subcommittee on Investigations

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☒ Terms and Conditions
- ☒ Electronic Fund Transfers
- ☒ Substitute Checks
- ☒ Common Features
- ☒ Privacy
- ☒ Truth in Savings
- ☒ Funds Availability
- ☒ Fee Schedule

[x Diane T. Duffy]
DIANE T DUFFY

[x]
JEFFREY C BIRRELL

[x Jeffrey C. Birrell]

[x]

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 602

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...d and account is individual and consumer ...gners is an Authorized Signer.)

(page 1 of 2)

psi-ub-00012

ph44585 on D330-44585-7600 with DISTILLER

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568401.623

Owner/Signer Information 3

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Owner/Signer Information 4

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Backup Withholding Certifications

(If not a "U.S. Person," certify foreign status separately.)

TIN: [redacted]

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X _____ (Date)

Non-Individual Owner Information

Name	THE GRACE GROUP LLC
EIN	[redacted]
Phone	703-821-0858
Mobile Phone	
E-Mail	
Type of Entity	CONSULTANT
State/Country & Date of Organization	
Nature of Business	
Address	1239 BEVERLY ROAD MCLEAN VA 22101-2802
Mailing Address (if different)	
Authorization/ Resolution Date	06-14-2004 06-14-2004
Previous Financial Inst.	N/A

Account Description	Account #	Initial Deposit Source
CHECKING	[redacted]	$ ☐ Cash ☒ Check ☐
		$ ☐ Cash ☐ Check ☐
		$ ☐ Cash ☐ Check ☐

Services Requested

☐ ATM ☐ Debit/Check Cards (No. Requested: _____)

☐ _____ ☐ _____

☐ _____ ☐ _____

Other Terms/Information

Business ChexSystems Code
NR

Account Opened By:

Other/Additional Information

[redacted] = Redacted by the Permanent Subcommittee on Investigations

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ph44585 on D330-44585-7600 with DISTILLER

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568401.624

[redacted] = Redacted by the Permanent Subcommittee on Investigations

U.S. Department of State

STATEMENT OF REGISTRATION

(INSTRUCTIONS ON REVERSE SIDE)
(Attach additional sheet if necessary)

OMB APPROVAL NO. 1405-0002
EXPIRATION DATE: 07/31/2005
*ESTIMATED BURDEN: 3 Hours
(See page 2)

PMDDTC DATE RECEIVED
NEW REGISTRANT CODE

1. REGISTRANT'S NAME AND ADDRESS:
The Grace Group, LLC
1239 Beverly Road
McLean, VA 22101

TELEPHONE NUMBER: 703-821-0858

2. CURRENT REGISTRANT CODE:
(New Application)

3. $ 1250 ENCLOSED FOR 1 2 *(CIRCLE ONE)* YEAR(S) REGISTRATION.

4. REGISTRANT IS: ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ COMPANY ☐ CORPORATION

5. REGISTRANT IS:
☐ MANUFACTURER AND/OR ☐ EXPORTER OF HARDWARE/TECHNICAL DATA
☐ EXPORTER OF DEFENSE SERVICE ☒ BROKER

6. INCORPORATION OR COMMENCEMENT OF BUSINESS: DATE *(mm-dd-yyyy)* 06-08-2004
IN McLean, Fairfax County, Virginia
City, County, and State

7. DIRECTORS, OFFICERS, PARTNERS, OWNERS:

NAME *(Last, First, Middle)*	POSITION	DATE *(mm-dd-yyyy)* and PLACE OF BIRTH	SOCIAL SECURITY NUMBER	HOME ADDRESS	CITIZENSHIP
Birrell, Jeffrey Clarke	Managing Member	04-24-1958 Pittsburgh, PA	[redacted]	1239 Beverly Rd McLean, VA 22101	US

8. U.S. MUNITIONS LIST ARTICLES MANUFACTURED AND/OR EXPORTED, OR DEFENSE SERVICES PROVIDED:

CATEGORY	COMMODITY/SERVICE	PURCHASING U.S. GOVERNMENT AGENCY *(IF ANY)*
USML Category VIII a	Aircraft	N/A
USML Category VII a and g	Vehicles	N/A

9. NAMES AND ADDRESSES OF REGISTRANT'S WHOLLY AND PARTIALLY-OWNED U.S. SUBSIDIARIES: ☐ YES *(SPECIFY)* ☒ NO

10. NAMES AND ADDRESSES OF REGISTRANT'S WHOLLY AND PARTIALLY-OWNED FOREIGN SUBSIDIARIES ☐ YES *(SPECIFY)* ☒ NO

11. NAME, ADDRESS AND TELEPHONE NUMBERS OF REGISTRANT'S PARENT COMPANY *(IF ANY)*
None

12. IS THE REGISTRANT OWNED ☐ AND/OR CONTROLLED ☐ BY FOREIGN PERSONS (See § 122.2(c) of the ITAR) ☐ YES *(SPECIFY)* ☒ NO

13. DOES REGISTRANT SUBMIT FEDERAL INCOME TAX FORMS SEPARATELY FROM COMPANY IN BLOCK 11? ☐ YES ☒ NO

14. REGISTRANT'S STATEMENT:
UNDER PENALTY ACCORDING TO FEDERAL LAW *(See § 22 CFR 127; 22 USC 2778; 18 USC 1001)*

I, Jeffrey C. Birrell (TYPE FULL NAME) WARRANT THE TRUTH OF ALL STATEMENTS MADE HEREIN

Jeffrey C. Birrell (SIGNATURE) July 29, 2005 (DATE *(mm-dd-yyyy)*)

Managing Member (TITLE/POSITION)

DS-2032
04-2005

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 602

GRACE 0749

ph44585 on D330-44585-7600 with DISTILLER
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568401.625

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UNITED BANK
McLean
951
D020
Small Business Checking

ACCOUNT NUMBER 4359-9687

ACCOUNT OWNER(S) NAME & ADDRESS
BBI

1101 30TH ST NW
WASHINGTON, DC 20007

Barron-Birrell Inc dba as BBI

OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE
See page 2 for description of Ownership.

☐ INDIVIDUAL ☐
☐ JOINT - WITH SURVIVORSHIP (and not as tenants in common) X
☐ JOINT - NO SURVIVORSHIP (as tenants in common) X
X
☐ TRUST - SEPARATE AGREEMENT:
☐ REVOCABLE TRUST OR ☐ PAY-ON-DEATH
DESIGNATION AS DEFINED IN THIS AGREEMENT
Name and Address of Beneficiaries:

TYPE OF ACCOUNT
☒ NEW ☐ EXISTING
☒ CHECKING ☐ SAVINGS
☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT
☐ NOW ☐
This is your (check one):
☒ Permanent ☐ Temporary account agreement.

Number of signatures required for withdrawal 1
FACSIMILE SIGNATURE(S) ALLOWED? ☐ YES ☒ NO

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE
☐ SOLE PROPRIETORSHIP
☒ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT
☐ PARTNERSHIP
☐
BUSINESS: S-corp
COUNTY & STATE OF ORGANIZATION: DC
AUTHORIZATION DATED: 03-13-2003

SIGNATURE(S) - The undersigned agree to the terms stated on every page of this form and acknowledge receipt of a completed copy. The undersigned further authorize the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following disclosure(s):
☒ Deposit Account ☒ Funds Availability
☒ Electronic Funds Transfer ☐ Truth in Savings ☒ Privacy
☒ FEE SCHEDULE

DATE OPENED 03/13/2003 BY 784
INITIAL DEPOSIT $ 100.00
☐ CASH ☒ CHECK ☐
HOME TELEPHONE # 202-338-5393
BUSINESS PHONE # 202-716-2000
DRIVER'S LICENSE # VA DL [redacted]
E-MAIL SC DL [redacted] 8/03
EMPLOYER
MOTHER'S MAIDEN NAME V
Name and address of someone who will always know your location:
LAS PP [redacted]

(1): X Jeffrey C. Birrell
I.D. # [redacted] D.O.B. 04-24-58

(2): X David Henry Barron
I.D. # [redacted] D.O.B. 08-03-53

(3): X
I.D. # D.O.B.

(4): X
I.D. # D.O.B.

☐ Authorized Signer (Individual Accounts Only)
X
D.O.B.

BACKUP WITHHOLDING CERTIFICATIONS
TIN: [redacted]

☒ **TAXPAYER I.D. NUMBER** - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☒ **BACKUP WITHHOLDING** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **EXEMPT RECIPIENTS** - I am an exempt recipient under the Internal Revenue Service Regulations.

SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).
X (Da

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 604

EXPONENT ©1992 Bankers Systems, Inc., St. Cloud, MN Form

psi-ub-00014

3042 0951 14485 N

STATEMENT OF ACCOUNTS

[redacted] = Redacted by the Permanent Subcommittee on Investigations

[redacted] X

STATEMENT FROM	PERIOD THROUGH	
6-14-04	6-30-04	0

PAGE 1 OF 1

THE GRACE GROUP LLC
1239 BEVERLY ROAD
MCLEAN VA 22101-2802

0 ENCLOSURES

0

ACCOUNT: [redacted]

SMALL BUSINESS CHECKING

PREVIOUS STATEMENT BALANCE	DEPOSITS/ CREDITS	1	CHECKS/ DEBITS	1	SERVICE FEES	ENDING BALANCE
.00	20,000.00			18.40	.00	19,981.60

DATE	ACTIVITY DESCRIPTION	REFERENCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	BALANCE
06-14	BEGINNING BALANCE				.00
06-15	DEPOSIT	[redacted]	20,000.00		20,000.00
06-22	CHECK BOOK FEE			18.40	19,981.60
06-30	ENDING BALANCE				19,981.60

SERVICE FEE BALANCE INFORMATION FROM 6-14-04 THROUGH 6-30-04

AVERAGE LEDGER BALANCE	18,813.78	AVERAGE COLLECTED BALANCE	18,813.78
MINIMUM LEDGER BALANCE	.00	MINIMUM COLLECTED BALANCE	.00
AVG. INVESTABLE BALANCE	18,813.78		

TELEPHONE: 703-502-7200

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 605

psi-ub-00015

ph44585 on D330-44585-7600 with DISTILLER

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568401.627

Account Agreement Date: 06/17/2005

Institution Name & Address

United Bank
1320 Old Chain Bridge Rd.
McLean, VA 22101
951
D248
VIC=*

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

Owner/Signer Information 1

Name	DAINE T DUFFY
Relationship to Account (Owner and/or Signer, etc.)	SIGNER
Address	1239 BEVERLY RD MCLEAN VA 22101
Mailing Address (if different)	
Home Phone	703-[redacted]
Work Phone	202-707-2431
Mobile Phone	
E-Mail	
Birth Date	12-05-[redacted]
SSN/TIN	[redacted]
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	VA DL [redacted] ISS 10-01-04 EXP 12-05-2009
Other ID (Description, Details)	KNOWN CUSTOMER
Employer's Name & Address	LIBRARY OF CONGRESS
Previous Financial Inst.	

Owner/Signer Information 2

Name	JEFFREY C BIRRELL
Relationship to Account (Owner and/or Signer, etc.)	SIGNER
Address	1239 BEVERLY RD MCLEAN VA 22101-2802
Mailing Address (if different)	
Home Phone	703-[redacted]
Work Phone	703-734-1614
Mobile Phone	202-[redacted]
E-Mail	
Birth Date	04-24-1958
SSN/TIN	[redacted]
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	VA DL [redacted] ISS 03-07-2003 EXP 04-30-08
Other ID (Description, Details)	KNOWN CUSTOMER
Employer's Name & Address	BBI
Previous Financial Inst.	UNITED BANK

Internal Use

Account Title & Address

004389-9095
THE GRACE GROUP LLC
CLIENT ESCROW ACCOUNT

1239 BEVERLY ROAD
MCLEAN VA 22101-2802

Ownership of Account

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common) { X _____ X _____
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust-Separate Agreement Dated: _____
- ☐ _____
- ☐ Corporation - For Profit ☐ Partnership
- ☐ Corporation - Nonprofit ☐ Sole Proprietorship
- ☒ Limited Liability Company

Beneficiary Designation

(Check appropriate ownership above.)

- ☐ Revocable Trust ☐ Pay-On-Death (POD)
- ☐ _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

[redacted] = Redacted by the Permanent Subcommittee on Investigations

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1.

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☒ Terms and Conditions ☒ Privacy
- ☒ Electronic Fund Transfers ☒ Truth in Savings
- ☒ Substitute Checks ☒ Funds Availability
- ☒ Common Features ☒ Fee Schedule

[x Diane T. Duffy]
DIANE T DUFFY

[x JC Birrell]
JEFFREY BIRRELL

[x]

[x]

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 606

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:ked and account is individual and consumer
signers is an Authorized Signer.)

psi-ub-00013

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568401.628

Owner/Signer Information 3	
Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Owner/Signer Information 4	
Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Backup Withholding Certifications

(If not a "U.S. Person," certify foreign status separately.)

TIN: [redacted]

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

x Diane T. Duffy 6/22/05 (Date)

Non-Individual Owner Information	
Name	THE GRACE GROUP LLC
EIN	[redacted]
Phone	703-821-0858
Mobile Phone	
E-Mail	
Type of Entity	LIMITED LIABILITY CORPORATION
State/Country & Date of Organization	
Nature of Business	CONSULTANT
Address	1239 BEVERLY ROAD MCLEAN VA 22101-2802
Mailing Address (if different)	
Authorization/ Resolution Date	06-17-2005 06-17-2005
Previous Financial Inst.	UNITED BANK

Account Description	Account #	Initial Deposit Source
SMMA ACCT D248	004389-9095	$ 4,999,934.56 ☐ Cash ☒ Check ☐
		$ ☐ Cash ☐ Check ☐
		$ ☐ Cash ☐ Check ☐

Services Requested

☐ ATM ☐ Debit/Check Cards (No. Requested: _____)

☐ _____ ☐ _____

☐ _____ ☐ _____

Other Terms/Information

Business ChexSystems Code
NR

Account Opened By:
ANISSA RAFIQI
390

Other/Additional Information

[redacted] = Redacted by the Permanent Subcommittee on Investigations

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ph44585 on D330-44585-7600 with DISTILLER
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568401.629

3042 0951 12808 N

[redacted] = Redacted by the Permanent Subcommittee on Investigations

STATEMENT OF ACCOUNTS

004360-0485 X

STATEMENT FROM	PERIOD THROUGH	
9-14-05	9-30-05	0

PAGE 1 OF 1

THE GRACE GROUP LLC
SPECIAL PROJECT ACCOUNT
1239 BEVERLY ROAD
MCLEAN VA 22101-2802

0 ENCLOSURES

0

SMART BUSINESS CHECKING ACCOUNT: 004360-0485

FEES FOR ELECTRONIC BANKING SERVICES
INTERNATIONAL TRANSACTIONS
ATM WITHDRAWAL $1.75 EACH PLUS 1% OF TRANSACTION
POINT OF SALE TRANSACTION 1% OF TRANSACTION

PREVIOUS STATEMENT BALANCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	SERVICE FEES	ENDING BALANCE
.00	67,059.23	0	.00	67,059.23

DATE	ACTIVITY DESCRIPTION	REFERENCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	BALANCE
09-14	BEGINNING BALANCE				.00
09-16	DEPOSIT	[redacted]	67,059.23		67,059.23
09-30	ENDING BALANCE				67,059.23

SERVICE FEE BALANCE INFORMATION FROM 9-14-05 THROUGH 9-30-05

AVERAGE LEDGER BALANCE	59,169.91	AVERAGE COLLECTED BALANCE	59,169.91
MINIMUM LEDGER BALANCE	.00	MINIMUM COLLECTED BALANCE	.00
AVG. INVESTABLE BALANCE	59,169.91		

TELEPHONE: 703-502-7200

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 607

psi-ub-000212

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00108 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.630

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Account Agreement

Date: 10/24/2005

Institution Name & Address

United Bank
1320 Old Chain Bridge Rd.
McLean, VA 22101
951
D248
VIC = *

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

Owner/Signer Information 1

Name	JEFFREY C BIRRELL
Relationship to Account (Owner and/or Signer, etc.)	OWNER
Address	1239 BEVERLY RD MCLEAN, VA 22101
Mailing Address (if different)	
Home Phone	703-[redacted]
Work Phone	703-734-1614
Mobile Phone	
E-Mail	
Birth Date	04-24-1958
SSN/TIN	[redacted]
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	VA DL [redacted] 03-07-2003 XP 04-30-2008
Other ID (Description, Details)	KNOWN CUSTOMER
Employer's Name & Address	BBI
Previous Financial Inst.	UNITED

Owner/Signer Information 2

Name	DIANE T DUFFY
Relationship to Account (Owner and/or Signer, etc.)	OWNER
Address	1239 BEVERLY RD MCLEAN, VA. 22101
Mailing Address (if different)	
Home Phone	703-[redacted]
Work Phone	202-707-2431
Mobile Phone	
E-Mail	
Birth Date	[redacted]
SSN/TIN	[redacted]
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	VA DRIV [redacted] 10-01-04 XP 12-05-2009
Other ID (Description, Details)	KNOWN CUSTOMER
Employer's Name & Address	LIBRARY OF CONGRESS
Previous Financial Inst.	UNITED

Internal Use

Account Title & Address

[redacted]
JEFFREY C BIRRELL
DIANE T DUFFY

1239 BEVERLY RD
MCLEAN, VA 22101

Ownership of Account

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☒ Joint with Survivorship (not as tenants in common) { X X
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust Separate Agreement Dated: _____
- ☐ _____
- ☐ Corporation - For Profit ☐ Partnership
- ☐ Corporation - Nonprofit ☐ Sole Proprietorship
- ☐ Limited Liability Company

Beneficiary Designation

(Check appropriate ownership above.)

- ☐ Revocable Trust ☐ Pay-On-Death (POD)
- ☐ _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☒ Terms and Conditions ☒ Privacy
- ☒ Electronic Fund Transfers ☒ Truth in Savings
- ☒ Substitute Checks ☒ Funds Availability
- ☒ Common Features ☒ Fee Schedule

[x JEFFREY C BIRRELL]

[x DIANE T DUFFY]

[x]

[ ]

DIANE T DUFFY

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 608

...cked and account is multi-party and requires ... signers is an Authorized ...

PSI-BB-00014

©2003 Bankers Systems, Inc., St. Cloud, MN Form MPN

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00109 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.631

Owner/Signer Information 3

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Owner/Signer Information 4

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Backup Withholding Certifications

(If not a "U.S. Person," certify foreign status separately.)

TIN [redacted]

☐ Taxpayer I.D. Number (TIN) - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X [signature] (Date)

JEFFREY C BIRRELL

Non-Individual Owner Information

Name	
TIN	
Phone	
Mobile Phone	
E-Mail	
Type of Entity	
State/Country & Date of Organization	
Nature of Business	
Address	
Mailing Address (if different)	
Authorization/ Resolution Date	
Previous Financial Inst.	

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Account Description	Account #	Initial Deposit/Source
MONEY MARKET [illegible]	[redacted]	$ 0 ☐ Cash ☐ Check ☐ INT TRANSFER
		$ ☐ Cash ☐ Check ☐
		$ ☐ Cash ☐ Check ☐

Services Requested

☐ ATM ☐ Debit Check Cards (No. Requested. _____)

☐ _____ ☐ _____

☐ _____ ☐ _____

Other Terms/Information

Customer 1 ChexSystems Code
C - UR 73 PA

Customer 2 ChexSystems Code
C - UR 67 PA

Customer 3 ChexSystems Code

Customer 4 ChexSystems Code

Account Opened By:
CYNTHIA GARDNER
550

Other Additional Information

EXPRESS® 2003 Bankers Systems, Inc., St. Cloud, MN Form MPMP-LAZ VA 4/19/2004

psi-ub-00014

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00110 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.632

Sender: "Char Bora" <CBora@unitedbank-va.com>
Subject: Fwd: New Account: Birrell/Duffy
Date: Mon, 24 Oct 2005 10:26:10 -0400
To: "Cynthia Rainey" <CRainey@unitedbank-va.com>

FYI

Charmaine Bora
VP - Risk Manager
Phone (703) 653-1185
Fax (703) 449-1179
cbora@unitedbank-va.com

>>> Sy Nguyen 10/24/05 9:40 AM >>>
FYI

Sy Nguyen
Assistant Vice President, Branch Manager
Mclean Office # 951
1320 Old Chain Bridge Road
Mclean, VA 22101-3930
(703) 356-2265
Fax (703) 356-3729

>>> <JCBIRRELL@aol.com> 10/24/2005 9:32 AM >>>
SY,

Can you please do the paperwork for a joint mm account for my wife (Diane T. Duffy) and me. Under the advice of my lawyer and CPA, I want to transfer the majority on the funds in the new Grace Group account to a personal (joint) account.

Diane and I will stop by at some point this afternoon.

Thanks very much.

Jeff

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 608

PSI-United Bank-05-000011

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00111 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.633

BARRON·BIRRELL
INCORPORATED
GEORGETOWN PLACE
1101 30TH STREET, NW, 5TH FLOOR
WASHINGTON, DC 20007-3708
TELEPHONE: (202) 338-5393
FAX: (202) 338-5391

July 7, 2005

El Hadj Omar Bongo Ondimba
Special Project
Budget Recap:

RE: Cadillac Purchase/Conversion
Hummer H2 Purchase (4x)
Hummer H2 Armor (3x)
Hummer H2 Armor Stretch (1x)
Hummer H2 Non-Armor Stretch (1x)
Jeep Purchase
Trucking/Storage
Air transportation via JFK
Travel to California/Utah/Florida (Nzengui/Birrell/Campbell)

1)	Total Income: (Via wire/s)	$600,000.00 $242,000.00
2)	Total Expense: (Paid to date)	$614,362.16
3)	Remaining Expense:	$426,675.00
4)	Remaining Funds: (Cash remaining in account)	$227,637.84
5)	Total Required:	($199,037.16)

<u>No fees or commissions are included in this amount. All sums represent actual cost.</u>

Thank you.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 611

GRACE 0414

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00112 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.634

= Redacted by the Permanent Subcommittee on Investigations

1035

THE GRACE GROUP LLC
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 4/18/05 68-444/560 951

PAY TO THE ORDER OF Diane T. Duffy $ 979.23/100

nine hundred seventy nine — 23/100 — DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR Annex Exp

Diane T. Duffy

[redacted] [redacted] [redacted] 0000097923

1033

THE GRACE GROUP LLC
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 4/7/05 68-444/560 951

PAY TO THE ORDER OF Diane T. Duffy $ 4720.28

four thousand seven hundred twenty 28/100 — DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR CA/UT Trip Exp. Rept.

Diane T. Duffy

[redacted] [redacted] [redacted] 0000472028

1032

THE GRACE GROUP LLC
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 4/1/2005 68-444/560 951

PAY TO THE ORDER OF Cash $ 9000.00

nine thousand — 00/100 — DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR

Diane Duffy

[redacted] [redacted] [redacted] 0000900000

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 611

GRACE 0019

ph44585 on D330-44585-7600 with DISTILLER

568401.635

Subj: **Request for Materials: letter to President Bongo**
Date: 4/6/2005
To: dresserd@armormax.com

Dan:

I left you a message on cell. As noted, I depart for Libreville tomorrow and will return on Tuesday, April 12.

Could you please send to me by Fed Ex, three copies of your IAC brochure. I would suggest that also send color prints of some of the vehicles (in various stages of production).

I would also suggest that you send along a personal letter to President Bongo. These are tactical guys and they very much appreciate small efforts of friendship.

You can Fed Ex to me at home:

Jeff Birrell
1239 Beverly Road
McLean, VA 22101
(703) 734-1614

The letter to Bongo:

El Hadj Omar Bongo Ondimba
President
The Gabonese Republic
Libreville, Gabon

Dear Mr. President:

It was a pleasure to welcome General Nzengui and Jeff Birrell to the headquarters and the production facilities of the International Armoring Corporation.

I very strongly believe that the vehicle package that we have developed for Your Excellency will meet the threat needs of your office and I believe that the product that International Armoring will deliver to you in Libreville will exceed your expectations.

I understand that Mr. Birrell will return to Ogden to inspect the vehicles prior to delivery. We will welcome Mr. Birrell and any other of your representatives at any time.

Please feel free to contact me if you have any questions or if I may be of any assistance to Your Excellency.

Thank you and please accept my best regards,

Daniel G. Dresser

Itinerary
JEFFREY BIRRELL
Reservation code: KGPFBX

FLIGHTS **Notify me of flight changes**

Thu, Apr 7-Fri, Apr 8: AIR FRANCE, AF 0027

From: WASHINGTON DULLES, DC (IAD) **Departs:** 10:10pm
map

Gate: Check for latest

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 611

GRACE 0907

Wednesday ELL

Subj: **h2 project**
Date: 3/7/2005
To: dresserd@armormax.com

Dan:

I will know tomorrow about our date of arrival in UT to place the order for the 4 h2s.

However, I was able to convince the president to add one more vehicle in support of his re-election program.

Can you please advise if you can stretch an h2 to 14 or 15 meters and add a stand up portal for him to wave/address the crowd? The portal would not be an armored bubble.

Thanks,

Jeff
(202) 716-2000

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 612

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00115 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.637

International Armoring Corporation

Invoice No. #REF!

2335 Lincoln Ave
Ogden, UT 84401
(801) 393-1075 fax (801) 393-1078

INVOICE

Customer

Name #REF!
Address POC Jeff Birrell
1239 Beverly Road
McLean, VA 22101
Fax (703) 821-0858
Phone: (703) 821-0858
EMAIL: jcbirrell@[redacted]

Date 4/1/2005
Order No. IAC

Rep D. Dresser
EX-Works Ogden, Utah

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Qty	Description	Unit Price	TOTAL
	Invoice pertaining to:		
	The Grace Group, LLC		
	Purchase of:		
4	**2005 GM Hummer H2 Lux Package**	$58,860.00	$235,440.00
	with 2005 date of manufacture,		
	Color: Black for all 4		
	VEHICLES ARMORED TO LEVEL B6 (per Specs)	42,425	127,425
3	**50% of Armoring Price (Total Armoring US$ 84,950.00)**	~~$34,250.00~~	$102,750.00
	Custom Coachwork Stretch and Exec Conversion	$36,750.00	~~$73,500.00~~
	Deposit Each USD 73,500 x 50%)		36,750.00
	Shipping TBD via Air or Ocean Carrier		
	VIN # 5GRGN23UX5H121717		
	VIN # 5GRGN23U55H121477		
	VIN # 5GRGN23U55H121480		
	VIN # 5GRGN23U15H121668		
	Balance Due Upon Completion Prior to Shipment US$ $ 176,250.00		
	Please, make payment via wire transfer to:		
	Beneficiary: International Armoring Corporation		
	Bank: Zions Bank		
	2302 Washinton Blvd.		
	Ogden, Utah 84401		
	Account No.: [redacted]		
	ABA: [redacted]		
	Amount: US $ 411,690		

SubTotal		$411,690.00
Shipping & Handling		$0.00
Taxes	State	$0.00
TOTAL		$411,690.00

411,690
36,750
375
$ 399,165.50

Payment Details

- (●) Wire Transfer
- ( ) Check
- ( )

Bank: Zions Bank
ABA [redacted]

Office Use Only

PAID

Who says you can't buy peace of mind?

Thank you for your business.

4K to print

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 613

GRACE 0396

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00116 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.638

613
615-626

El Hadj Omar Bongo Ondimba
President
The Gabonese Republic
Libreville, Gabon

Dear Mr. President:

In our last letter to you we thanked you for the opportunity to do business with yo representatives General Nzengui and Mr. Jeff Birrell at our world headquarters of In Corporation. I wanted to personally give you an update to the status of your vehicles and the making. I want to assure you that we are building your vehicles to very strict standards of q your safety the greatest security and value for your money.

I have included some photos with this letter to help you to see the progress we are m feel comfortable that we are working as quickly as we can to complete the vehicles. The contract to build the vehicles was signed on 31 Mar 05 (see attached) and specified that the first two vehicles would be completed in approximately 6 weeks after the time we receive the funds and the Hummer chassis at our Ogden facility. We did not receive your Hummer H2 chassis at our Ogden, Utah plant from our General Motors dealer until the 19th of April and began work immediately. According to our agreement this meant that the original target date of completion was on or about 30 May. Unfortunately we have experienced some delays common for our head of state vehicles from our suppliers which have caused us to pass the original due date for the first two vehicles. We did not receive from our supplier your special ballistic glass until the last week in May. We are working very diligently to complete the vehicles by the 25 of June, barring any other unforeseen challenges in production. This represents only a 4 week delay from our original delivery goal for the first two vehicles. The stretch Hummers have a 14 week timeline and are being worked on with the same fervor so they can be completed the week of July 25 as originally scheduled.

These delays are no reflection on your faithful representative Mr. Birrell; he has done everything within his power to see that these vehicles meet the deadlines established in the contract. It is now out of his hands and in ours at IAC to finish these vehicles. The delays we have experienced to date are due to factors common to our industry. Unfortunately we cannot control all of our suppliers (Ballistic Glass manufacturers) and service providers (i.e. Vehicle Transport Companies) in providing us with elements critical to our ability to complete any of the vehicles we manufacture especially Presidential ones. Please know that we are working feverishly to complete your vehicles.

Please accept our profound apologies for the delays we have experienced in manufacturing your armored vehicles. We are experiencing a time period of unprecedented demand for these custom vehicles. As a result; great strain has been placed on suppliers of vehicles, and on materials suppliers required to build them. We want you to understand we are working overtime to complete the vehicles as quickly as is humanly possible. It takes in excess of 700 man-hours to perform all of the customization and metalwork to properly armor these vehicles. The executive stretch conversions require an additional 300-400 man-hours to complete that coach work. International Armoring Corporation has a worldwide reputation ensureing complete protection to our clients, who are heads of state, world religious leaders, corporate leaders of Fortune 500 companies and some of the richest men and women in the world. The only way to ensure your complete safety is to not take any shortcuts in the armoring process.

Please feel free to contact me directly if you have any questions or if I may be of any assistance to Your Excellency. My direct phone is 801-725-2980. Note that all communications are done with the highest degree of confidentiality. I am very grateful for the opportunity to work with you and your representatives.

Thank you and please accept my highest regards,

Daniel G. Dresser
Vice President Operations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 613

GRACE 0946

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00117 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.639

WireHouse - Message Details MID: 050331095349F100

Beneficiary: THE GRACE GROUP LLC
Originator: EL HADJ OMAR BONGO ONDIMBA

Message Text:

User ID:: PHIPPS
Message St: COMPLETE
Value Date: 03/31/2005
Date:: 03/31/2005
Time:: 09:53:49
Amount:: 599933.01
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee:: 0.00
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

= Redacted by the Permanent Subcommittee on Investigations

Version:: 0
Sender ABA: 021001033
Sender Nam: DBTCO AMERICAS NYC
Receiver A: [redacted]
Receiver N: UNITED FAIRFAX
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 599933.01
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: EL HADJ OMAR BONGO ONDIMBA
ORG Addres: C/O BGFIBANK
ORG Addres: LIBREVILLE
ORG Addres:
OGB Idcode: SA
OGB Id:: BLGOFRPP
OGB:: BANQUE BELGOLAISE PARIS
OGB Addres: ATT:COMPTABILITE TENU DES COMPTES
OGB Addres: 6,AVENUE VELASQUEZ
OGB Addres: PARIS F-750008, FRANCE
INS Idcode: BC
INS Id:: BGFIGALIXXX
INS:: BGFIBANK
INS Addres: LIBREVILLE
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

Printed By: Page

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 615

April 23, 2007 11:01:18 AM

psi-ub-00040-

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00118 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.640

TO: ANISSA 703-356-[redacted]3729
FR: JOHN BARRELL 202-716-2000

25/03/05-17:14:03 LocalSwiftAck-2259-000001

---------- Instance Type and Transmission ----------
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : [redacted]0

---------- Message Header ----------
Swift INPUT : FIN 103 Single Customer Credt Transfer
Sender : BGFIGALIXXX
BGFIBANK
LIBREVILLE GA
Receiver : BLGOFRPPXXX
BELGOLAISE
PARIS FR

[redacted] = Redacted by the Permanent Subcommittee on Investigations

MUR : [redacted]

---------- Message Text ----------
20: Sender's Reference
[redacted]
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 31 March 2005
Currency : USD (US DOLLAR)
Amount : #600:000,#
50K: Ordering Customer-Name & Address
EL HADJ OMAR BONGO ONDIMBA
C/O BGFIBANK
LIBREVILLE
53B: Sender's Correspondent -Location
/[redacted]
BLGOFRPP
57D: Account With Inst -Name & Addr
//FW 05600444
UNITED BANK
1320 OLD CHAINE BRIDGE
ROAD MC CLAIN VIRGINIA 22101
59: Beneficiary Customer-Name & Addr
[redacted]
THE GRACE GROUP LLC
USA
70: Remittance Information
MISSION
71A: Details of Charges
SHA

BGFIBANK 2
2005 MAR 25 P 5:23

---------- Message Trailer ----------
{MAC:412CB58F}
{CHK:7C8466D15BDE}

---------- Interventions ----------
Category : Network Report
Creation Time : 25/03/05 17:13:29
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21BGFIGALIAXXX7642140190}{4:{177:0503251712}{451:0}{108:DMPI2732ANN4406}}

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 615

GRACE 0387

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00119 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.641

P. 1

* * * Transmission Result Report(MemoryTX) (Mar.28. 2005 3:04PM) * * *

1) Four Seasons Hotel Washington DC
2) (202) 944-2076

Date/Time: Mar.28. 2005 3:04PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
2951	Memory TX	97033563729	P. 1	OK	

= Redacted by the Permanent Subcommittee on Investigations

Reason for error
E.1) Hang up or line fail
E.2) Busy
E.3) No answer
E.4) No facsimile connection

TO: ANISSA 703-356-[redacted]3729
FR: JOHN BARRELL 202-776-2000

25/03/05-17:14:01 Local&Mid&Ab-2259-000001

Instance Type and Transmission
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1713 [redacted]

Message Header
Swift INPUT : FIN 103 Single Customer Credit Transfer
Sender : BOFIBANK
LYNNFVILLE GA
Receiver : BLOCFR2FXXX
BELGOLAISE
PARIS FR
MUR : BOFI273ZNN4406

Message Text
20: Sender's Reference
[redacted]
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 31 March 2005
Currency : USD (US DOLLAR)
Amount : [illegible]600,000,#
50K: Ordering Customer-Name & Address
EL SAAV OMAR BONGO ONDIMBA
C/O BOFIBANK
LYNNFVILLE
53B: Sender's Correspondent -Location
[redacted]
57D: Account With Inst -Name & Addr
//FW[redacted]
UNITED BANK
1320 OLD CHAINE BRIDGE
ROAD MC LEAN VIRGINIA 22101
59: Beneficiary Customer-Name & Addr
[redacted]
[redacted] GROUP LLC
USA
70: Remittance Information
MISSION
71A: Details of Charges
SHA

Message Trailer
{MAC:412CB58F}
{CHK:3CB4480A1A2E}

Interventions
Category : Network Report
Creation Time : 25/03/05 17:13:29
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21BOFIUS3LXXX7642140193}{4:{177:0503251712}{451:0}{108:BOFI273ZNN4406}}

BOFIBANK 3
SD
MAR 25 P 5:23

GRACE 0388

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00120 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.642

WireHouse - Message Details MID: 050407083046F100

Beneficiary: THE GRACE GROUP LLC
Originator: EL HADJ OMAR BONGO ONDIMBA

Message Text:

User ID:: PATTY
Message St: COMPLETE
Value Date: 04/07/2005
Date:: 04/07/2005
Time:: 08:30:46
Amount:: 241973.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee:: 0.00
Pin::
ExtRef::
Skpcltbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 0
Sender ABA: [redacted]
Sender Nam: WACHOVIA NY INTL
Receiver A: [redacted]
Receiver N: UNITED FAIRFAX
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 241973.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: EL HADJ OMAR BONGO ONDIMBA
ORG Addres: C/O BGFIBANK
ORG Addres: LIBREVILLE
ORG Addres:
OGB Idcode:
OGB Id::
OGB:: BRED BANQUE POPULAIRE
OGB Addres: HEAD OFFICE
OGB Addres: PARIS, FRANCE
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 616

psi-ub-000408

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00121 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.643

WireHouse - Message Details MID: 050407083046F100

BBK Idcode:
BBK Id::
BBK::
BBK Addres:
BBK Addres:
BBK Addres:
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: THE GRACE GROUP LLC
BNF Addres: USA
BNF Addres:
BNF Addres:
RFB:: [redacted]
OBI:: MISSION
BBI:: {6100}DEBI*
As of reas:
As of date:
Reference:
IMAD:: [redacted]
OMAD:: [redacted]
Charges::
CrAcctyp::
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00122 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.644

Incoming wire

UNITED BANK FX FUNDS TRANSFER NOTIFICATION 04-07-2005

THE GRACE GROUP LLC
1239 BEVERLY ROAD

MCLEAN , VA 22101-2802

Gabon wire for H2S

Dear Customer:

This receipt serves as immediate notification of the following Incoming Fed Funds Transfer that will be CREDITED to your account. If you have any questions, please contact your local branch.

Dollar Amount: $241973.00

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Credit Account Number : [redacted]
****
Sender ABA: [redacted] Sender Name: WACHOVIA NY INTL

Sender Reference: [redacted]

Receiver ABA: [redacted] Receiver Name: UNITED FAIRFAX
****
OMAD Reference# : [redacted]

Beneficiary: THE GRACE GROUP LLC

Beneficiary Bank:
****
Originator Info: EL HADJ OMAR BONGO ONDIMBA

Originator Bank: BRED BANQUE POPULAIRE

Originator Bank Info: MISSION

Bank to Bank Info: {6100}DEBI*
****

PRINT SEQUENCE #87

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 616

GRACE 0393

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00123 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.645

UNITED BANK
DOMESTIC WIRE TRANSFER AUTHORIZATION

DATE OF WIRE 04/04/2005 FAXED _____ TELEPHONED _____
OTHER (INDICATE) _____

REQUESTOR (CUSTOMER) Jeffrey C. Birrell
COMPANY REQUESTING The Grace Group, LLC
CUSTOMER VERIFICATION: SIGNATURE CARD ✓ WIRE AGREEMENT _____
OTHER (INDICATE) _____
WITHDRAWABLE BALANCE $625,577.24
IF OVERDRAWN, ADDITIONAL APPROVAL _____
CALLBACK TO: _____
DATE & TIME OF CALLBACK _____

[redacted] = Redacted by the Permanent Subcommittee on Investigations

AMOUNT OF WIRE $67,500.00
DEBIT ACCOUNT NAME The Grace Group, LLC
DEBIT ACCOUNT # [redacted]
WIRE FEE INFORMATION: CHARGE _____ WAIVE _____

CREDIT ACCOUNT # [redacted]
CREDIT ACCOUNT NAME Marvin Shall-owner, Exotic Motor Cars, Ca Dealer #58991
BANK ABA [redacted]
RECEIVING BANK NAME Pacific Western Bank BANK SHORT NAME _____
CITY & STATE OF BANK Cathedral City, CA
ADDITIONAL WIRE INFORMATION _____
CUSTOMER'S SIGNATURE
(IF APPLICABLE) J. C. Birrell for The Grace Group LLC

BANK EMPLOYEE _____ COST CENTER # _____
ADDITIONAL APPROVAL _____ REFERENCE # _____

WIRE TRANSFER OPERATIONS ONLY

WIRE OPERATOR _____ REVIEWED BY: _____
WIRE OPERATOR CALLBACK TO: _____
DATE & TIME OF CALLBACK _____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 617

GRACE 0391

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00124 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.646

06/02/2005 17:09 7607785440 EXOTIC MOTOR CARS PAGE 01

DMV A Public Service Agency

VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

INSTRUCTIONS ON REVERSE SIDE ALL SIGNATURES MUST BE IN INK PHOTO COPIES NOT ACCEPTED

Vehicle/Vessel ID

SECTION 1: Vehicle/Vessel Description

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF #	MOTORCYCLE ENGINE #
1G6KD54Y65U181487	2005	CAD		

Bill of Sale

SECTION 2: Bill of Sale

I/We EXOTIC MOTOR CARS (PRINT SELLER'S NAME(S)) sell, transfer, and deliver the above vehicle/vessel to THE GAMBONESE REPUBLIC (PRINT BUYER'S NAME(S)) on 5 31 05 (MO DAY YR) for the amount of $ 67500 (SELLING PRICE)

If this was a gift, indicate relationship: _____ (e.g., parents, spouse, friend, etc.) $ _____ (GIFT VALUE)

Odometer

SECTION 3: Odometer Disclosure Statement *(Void if Mileage is Altered or Erased)*

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [ ][ ][ ], 1 9 5 / to the (no tenths) miles, and to the best of my knowledge reflects the actual mileage ***unless one of the following statements is checked.***

WARNING—ODOMETER DISCREPANCY

☐ Odometer reading is **NOT** the actual mileage ☐ Mileage exceeds the odometer mechanical limits

Explain odometer discrepancy: _____

Buyer

SECTION 4: Buyer and Seller (MUST print his or her name, date and sign this section.)

BUYER

I acknowledge the odometer reading and the facts of the transfer. I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.

PRINT NAME	SIGNATURE	DATE	DL. ID OR DEALER #
THE GAMBONESE REPUBLIC	X	5/31/05	
GEN NZENGUI N ZOUNDOY FLAVIEN	X		
	X		

MAILING ADDRESS	CITY	STATE	ZIP	DAYTIME PHONE #
B.P. 546	LIBREVILLE	GABON		

Seller

SELLER

I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.

PRINT NAME	SIGNATURE	DATE	DL. ID OR DEALER #
[signature]	X [signature]	5/31/05	58991
EXOTIC MOTOR CARS 4525 E. RAMON RD. PALM SPRINGS, CA 92264 (760)778-5444	X		
	X		

MAILING ADDRESS	CITY	STATE	ZIP	DAYTIME PHONE #

Power of Attorney

SECTION 5: Power of Attorney

I/We _____ (PRINT NAME(S)) appoint _____ (PRINT NAME(S)) as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law.

Signature required by person appointing Power of Attorney	DATE
X	
Signature required by person appointing Power of Attorney	DATE
X	

REG 262 (REV. 8/2000)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 618

GRACE 0981

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00125 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.647

CUSTOMER RECEIPT

UNITED BANK

- ☐ Checking Account
- ☐ Savings Deposit
- ☐ Savings Withdrawal
- ☐ Installment Loan
- ☐ Mortgage Loan
- ☐ Equiline
- ☐ Collection
- ☐ Utility _____
- ☐ Safe Deposit
- ☐ Bankcard
- ☐ FITW - FICA - FET
- ☐ O / D Protection

Cash Commission Deposit

951 04/06/2005 10:54:50 AM

005 0057 [redacted] Deposit $6,500.00

The bank symbol transaction number, date and amount of your deposit are shown above.
All items subject to verification, collection and conditions noted on signature card.
U0519F (REV. 01/02)

Each Depositor Insured to 100,000 FDIC Federal Deposit Insurance Corp.

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CUSTOMER RECEIPT

UNITED BANK

- ☐ Checking Account
- ☐ Savings Deposit
- ☐ Savings Withdrawal
- ☐ Installment Loan
- ☐ Mortgage Loan
- ☐ Equiline
- ☐ Collection
- ☐ Utility _____
- ☐ Safe Deposit
- ☐ Bankcard
- ☐ FITW - FICA - FET
- ☐ O / D Protection

4K for MAX Hotel
5K to Abbott
- wire in, case out

951 04/04/2005 3:25:51 PM
REC
005 PM 0010 [redacted] cash check $9,000.00

The bank symbol transaction number, date and amount of your deposit are shown above.
All items subject to verification, collection and conditions noted on signature card.
U0519F (REV. 01/02)

Each Depositor Insured to 100,000 FDIC Federal Deposit Insurance Corp.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 618

GRACE 0020

ph44585 on D330-44585-7600 with DISTILLER

568401.648

Priority Worldwide Services

Priority Worldwide Services
P.O. Box 8725
BWI Airport, MD 21240
UNITED STATES
Tel: 410.766.7470 Fax: 410.766.1264
www.priorityworldwide.com

MAWB # : 61502215010
Project # : Gabon 1 veh CadDev
Invoice # : BWI 103298
Invoice Date : 06/24/2005
Account : GRAC12221
Terms : Due on Receipt
Due Date : 06/07/2005
Total Due : 4,903.75

Bill To

The GRACE GROUP LLC
GRACE HOUSE
1239 BEVERLY RD
MCLEAN, VA 22101
UNITED STATES
Attn : JEFF BIRRELL

Shipper

COACH BUILDERS
1410 SOUTH MAIN ST
HIGH SPRINGS, FL 32643
UNITED STATES

Ref # :

Details

HAWB # : BWI 50012083
Pickup Date : 06/06/2005
#of Pcs : 1

Actual Wt.	Air Volume Wt.	Chargeable Wt.
1,815.00 Lbs.	5,331.00 Lbs.	5,331.00 Lbs.
823.50 Kgs.	2,418.50 Kgs.	2,418.50 Kgs.

Consignee

Office of the President of Gabon
LIBREVILLE
LIBREVILLE,,B.P. 546
GABON

Ref # : JEFF BIRRELL

Customer Notes

Description	Charge
AIR FREIGHT CHARGES, ADDITIONAL + STORAGE	4,403.75
FLAT BED TRUCK TO JFK	500.00
	Total Due
	4,903.75

PAID

To Ensure Proper Credit, Please Return This Portion With Payment!

Bill To:

The GRACE GROUP LLC
GRACE HOUSE
1239 BEVERLY RD
MCLEAN, VA 22101

Invoice #: BWI 103298
Invoice Date: 06/24/2005
Ship Date: 06/06/2005
HAWB #: BWI 50012083
Origin: UNITED STATES
Destination: GABON
Charges: 4,903.75

Account #: GRAC12221

Remit To:

PRIORITY WORLDWIDE SERVICES
P.O. BOX 8725
BWI AIRPORT, MD 21240
T: 410.766.7470 F: 410.766.1264
WWW.PRIORITYWORLDWIDE.COM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 619

GRACE 0406

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00127 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.649

Subj: **RE: Shipment Details for Cadillac**
Date: 6/7/2005 6:16:51 P.M. Eastern Standard Time
From: jlibutti@priorityworldwide.com
To: JCBIRRELL@aol.com, dresserd@armormax.com

Good afternoon, Jeff,

To update you on your 3 armored vehicle license application, reference # Z Z988307, I have checked with the US Dept of Commerce today and spoke with a colleague of my best point of contact there, and their record is showing the application is on the desk of an official in Dept of Commerce, and has yet to process through the remaining 2 tiers of approval at the Dept State, and Dept Defense. I will speak tomorrow morning again with them to ask an expedited review.

Regarding your Cadillac Deville, it is en route this evening from High Springs FLA to JFK, and is expected to deliver tomorrow evening to airline.
We have you set up with the following flight numbers under MAWB 615 0221 5010:

JFK/BRU: QY Flt 201 / 11 June
BRU/LOS/LBV: QY Flt 081 / 13 June ETA into LBV Libreville is 21:00/13.

I will reconfirm acceptance of car at airport tomorrow night, and reconfirm all the flight details with you on Friday, as we will be looking for the US Customs Exodus team to sign off on vehicle Friday afternoon for approval to fly.

Jeff I will call you in the morning, after I have spoken with Dan.

Best regards,
Jeff

Jeff Libutti
Priority Worldwide Services
Tel: 1 410 766 7470 // 1 800 727 1085
Fax: 1 410 766 1264
Mobile: 1 443 324 0316
www.priorityworldwide.com

Priority Worldwide Services now open in Los Angeles
8400 Isis Ave., Los Angeles, CA 90045.
T: +1.310.348.8449 F: +1.310.348.8492

From: JCBIRRELL@aol.com [mailto:JCBIRRELL@aol.com]
Sent: Tuesday, June 07, 2005 2:19 PM
To: Jeff Libutti; dresserd@armormax.com
Subject: Shipment Details for Cadillac

Jeff,

Can you send any of the shipment details that you mentioned in your last email?

Any news on the Commerce Department documentation?

Dan, the news on your end?

Thanks,

Jeff

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 619

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00128 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.650

Subj: **Fwd: H2 Follow up.**
Date: 6/9/2005
To: ABASS.HAIDARA@skynet.be

Dear Imam:

I hate to involve you in all of these details surrounding the cars, but I forward an email that I sent to Dan Dresser at the International Armoring Corporation.

This situation is very difficult. It turns out that a large order that was placed just before President Bongo's (Russian Head of State and the Ukrainian Head of State) has presented IAC with a great deal of difficulty. Those two clients has repeatedly changed the specification of their armored vehicles and otherwise absorbed the manufacturing capacity of IAC. Therefore, President Bongo's order has been slowed.

In turn, I have forcefully pointed out that we were offered hard assurances on delivery dates (April 9 and May 16) and that these dates have come and gone.

I have requested, in no uncertain terms, that a new (unchangeable) date be presented not later than close of business tomorrow.

At this writing, I don't think I need to travel to Utah tomorrow. However, if I do not get a satisfactory response on Friday, I will travel early next week.

The Cadillac is in safe hands in New York and the air shipper is looking for new air routes.

On another matter, I have contacted Col. Scharfen in Henry Hyde's office. I will report on the details of our conversation when he calls me back.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 619

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00129 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.651

AIR TRANSPORT Remainder CADDY
Storage + Trucking

UNITED BANK FX — FUNDS TRANSFER NOTIFICATION — 06-29-2005

THE GRACE GROUP LLC
1239 BEVERLY ROAD

MCLEAN , VA 22101-2802

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dear Customer:

This receipt serves as immediate notification of the following Outgoing Fed Funds Transfer that will be DEBITED from your account. If you have any questions, please contact your local branch.

Dollar Amount: $4903.75

Credit Account Number : [redacted]
****
Sender ABA: 056004445 Sender Name: UNITED BANK FX

Sender Reference: 20050629112324RR

Receiver ABA: [redacted] Receiver Name: BB&T
****
IMAD Reference# [redacted]

Beneficiary: PRIORITY WORLD WIDE SERVICES

Beneficiary Bank:
****
Originator Info: THE GRACE GROUP LLC

Originator Bank:

Originator Bank Info: SWIFT # BRBTUS33

Bank to Bank Info:
****

PRINT SEQUENCE #133

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 620

GRACE 0408

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00130 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.652

UNITED BANK
DOMESTIC WIRE TRANSFER AUTHORIZATION

DATE OF WIRE 6/29/2005 FAXED _____ TELEPHONED _____
OTHER (INDICATE) IN PERSON

REQUESTOR (CUSTOMER) JEFFREY BIRRELL
COMPANY REQUESTING GRACE GROUP LLC
CUSTOMER VERIFICATION: SIGNATURE CARD ✓ WIRE AGREEMENT _____
OTHER (INDICATE) VA DL. [redacted]
WITHDRAWABLE BALANCE 304,574.99
IF OVERDRAWN, ADDITIONAL APPROVAL _____
CALLBACK TO: _____
DATE & TIME OF CALLBACK _____

[redacted] = Redacted by the Permanent Subcommittee on Investigations

AMOUNT OF WIRE 4,923.25
DEBIT ACCOUNT NAME GRACE GROUP LLC
DEBIT ACCOUNT # [redacted]
WIRE FEE INFORMATION: CHARGE _____ WAIVE _____

CREDIT ACCOUNT # [redacted]
CREDIT ACCOUNT NAME PRIORITY WORLD WIDE SERVICES
BANK ABA [redacted]
RECEIVING BANK NAME BB&T BANK SHORT NAME BB&T
CITY & STATE OF BANK 223 W. NASH ST. WILSON, NC 27893
ADDITIONAL WIRE INFORMATION SWIFT # BRBTUS33
CUSTOMER'S SIGNATURE (IF APPLICABLE) [signature] for the Grace Gp. LLC.

BANK EMPLOYEE [signature] COST CENTER # 3710
ADDITIONAL APPROVAL _____ REFERENCE # _____

WIRE TRANSFER OPERATIONS ONLY

WIRE OPERATOR _____ REVIEWED BY: _____
WIRE OPERATOR CALLBACK TO: _____
DATE & TIME OF CALLBACK _____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 620

GRACE 0410

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00131 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.653

[redacted] = Redacted by the Permanent Subcommittee on Investigations

UNITED BANK
DOMESTIC WIRE TRANSFER AUTHORIZATION

DATE OF WIRE 06/06/2005 FAXED _____ TELEPHONED _____
OTHER (INDICATE) IN PERSON

REQUESTOR (CUSTOMER) JEFF BIRRELL
COMPANY REQUESTING THE GRACE GROUP LLC
CUSTOMER VERIFICATION: SIGNATURE CARD X WIRE AGREEMENT _____
OTHER (INDICATE) VA DRIV [redacted]
WITHDRAWABLE BALANCE $335,676.11
IF OVERDRAWN, ADDITIONAL APPROVAL _____
CALLBACK TO: _____
DATE & TIME OF CALLBACK _____

AMOUNT OF WIRE $28,020.00
DEBIT ACCOUNT NAME THE GRACE GROUP, LLC
DEBIT ACCOUNT # [redacted]
WIRE FEE INFORMATION: CHARGE _____ WAIVE _____

CREDIT ACCOUNT # [redacted]
CREDIT ACCOUNT NAME PRIORITY WORLD WIDE SERVICES
BANK ABA [redacted]
RECEIVING BANK NAME BB & T BANK SHORT NAME _____
CITY & STATE OF BANK WILSON, NC
ADDITIONAL WIRE INFORMATION BB&T, 223 WEST NASH ST WILSON NC 27893
SWIFT CODE: BRBTUS 33 RE:INVOICE # BWI 103226
CUSTOMER'S SIGNATURE
(IF APPLICABLE) for The Grace Grp LLC

BANK EMPLOYEE C Gardner COST CENTER # 3710
ADDITIONAL APPROVAL _____ REFERENCE # _____

WIRE TRANSFER OPERATIONS ONLY
WIRE OPERATOR _____ REVIEWED BY: _____
WIRE OPERATOR CALLBACK TO: _____
DATE & TIME OF CALLBACK _____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 621

GRACE 0400

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00132 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.654

WireHouse - Message Details MID: 20050408131614ST

Beneficiary: INTERNATIONAL ARMORING
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: SAMANTHA
Message St: COMPLETE
Value Date: 04/08/2005
Date:: 04/08/2005
Time:: 13:16:14
Amount:: 399615.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee:: 0.00
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Version:: 0
Sender ABA: [redacted]
Sender Nam: UNITED BANK FX
Receiver A: [redacted]
Receiver N: ZIONS SLC
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 399615.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
ORG Addres:
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

Printed By: Page pril 23, 2007 11:01:34 AM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 622

psi-ub-000410

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00133 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.655

WireHouse - Message Details MID: 20050408131614ST

BBK Idcode:
BBK Id::
BBK::
BBK Addres:
BBK Addres:
BBK Addres:
BNF Idcode: AC
BNF Id:: 523100311
BNF:: INTERNATIONAL ARMORING
BNF Addres: CORPORATION
BNF Addres:
BNF Addres:
RFB::
OBI::
BBI::
As of reas:
As of date:
Reference:
IMAD:: [redacted]
OMAD::
Charges::
CrAcctyp::
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:01:34 AM

psi-ub-00041

ph44585 on D330-44585-7600 with DISTILLER

568401.656

WireHouse - Message Details MID: 050329151922F100

Beneficiary: THE GRACE GROUP
Originator: MOHAMED O BASHIR

Message Text:

User ID:: PATRICIA
Message St: COMPLETE
Value Date: 03/29/2005
Date:: 03/29/2005
Time:: 15:19:22
Amount:: 5000.00
URC::
Test Key:: 0
Branch Cod[redacted]
Fee:: 0.00
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Version:: 0
Sender ABA: [redacted]
Sender Nam: NATIONAL CITY IN
Receiver A: [redacted]
Receiver N: UNITED FAIRFAX
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 5000.00
Reference:: [redacted]
ORG Idcode: AC
ORG Id:: [redacted]
ORG:: MOHAMED O BASHIR
ORG Addres: DBA ARMOR AUTO SALES
ORG Addres: FORT WAYNE IN
ORG Addres: 46805-1211
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 622

psi-ub-000402

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00135 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.657

WireHouse - Message Details MID: 050329151922F100

BBK Idcode:
BBK Id::
BBK::
BBK Addres:
BBK Addres:
BBK Addres:
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: THE GRACE GROUP
BNF Addres:
BNF Addres:
BNF Addres:
RFB::
OBI::
BBI::
As of reas:
As of date:
Reference:
IMAD:: [redacted]
OMAD:: [redacted]
Charges::
CrAcctyp::
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:01:10 AM

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00136 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.658

Subj: **Fwd: (no subject)**
Date: 4/14/2005
To: dresserd@armormax.com

Dan:

I am now back in Washington, D.C.

Can you please advise on receipt of the wire and that we are on your production schedule.

Can you also advise if there are any export issues that I should be aware of and if any special permitting needs to be done at the U.S. Department of State.
Can you otherwise address the issues in the attached email that I sent on the 12th. If it's just better to have a phone conversation, please let me know the best time to call.

Also, please be mindful that all of our communications regarding the H2 project are confidential. I am making a series if acquisition for the Head of State, and these actions have created a lot of interest among certain individuals. It is an election year in Gabon and not all of the individuals within the office of the president are from his party. Information regarding these transactions could be used to his political determent. I am so advising all of the contractors and suppliers with which I am currently dealing. Please direct any and all inquires to me and I will forward them directly to the appropriate official within the office of the president. ***Any and all.***

Thanks again. I'll see you in a few weeks. Call me if you have any issues that require my input.

Best.

Jeff

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 627

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00137 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.659

UNITED BANK FX *FUNDS TRANSFER NOTIFICATION* *04-18-2005*

THE GRACE GROUP LLC
1239 BEVERLY ROAD

MCLEAN , VA 22101-2802

Dear Customer:

This receipt serves as immediate notification of the following Outgoing Fed Funds Transfer that will be DEBITED from your account. If you have any questions, please contact your local branch.

Dollar Amount: $36750.00

Credit Account Number : #[redacted]
****
Sender ABA: [redacted] Sender Name: UNITED BANK FX

Sender Reference: [redacted]

Receiver ABA: [redacted] Receiver Name: ZIONS SLC
****
IMAD Reference# : [redacted]

Beneficiary: INTERNATIONAL ARMORING CORP.

Beneficiary Bank:
****
Originator Info: THE GRACE GROUP LLC

Originator Bank:

Originator Bank Info: CALL DAN DRESSER@801-971-5022

Bank to Bank Info:
****

PRINT SEQUENCE #91

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 628

GRACE 0999

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00138 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.660

Subj: **RE: Vehicles outbound to Libreville Gabon**
Date: 5/18/2005 5:28:53 P.M. Eastern Standard Time
From: jlibutti@priorityworldwide.com
To: jcbirrell@aol.com

Jeff,

I tried you on your mobile and office numbers today. Please provide us with the information requested below.

I will be out of the office tomorrow for most of the day but will be checking emails later in the day.

I am available on my mobile phone at all times: 443 324 0316.

Thanks and regards,
Jeff

Jeff Libutti
Priority Worldwide Services
Tel: 1 410 766 7470 // 1 800 727 1085
Fax: 1 410 766 1264
Mobile: 1 443 324 0316
www.priorityworldwide.com

Priority Worldwide Services now open in Los Angeles
8400 Isis Ave., Los Angeles, CA 90045.
T: +1.310.348.8449 F: +1.310.348.8492

From: Jeff Libutti
Sent: Tuesday, May 17, 2005 7:07 PM
To: 'jcbirrell@aol.com'
Cc: 'Marc Tohir'
Subject: Follow up to telephone conversation today
Importance: High

Jeff –

Very good speaking with you today regarding your pending shipment of 3 armored and 3 non-armored vehicles to Libreville Gabon.

I agree that we need to get the license underway tomorrow in order to be in synch with the approximate completion date of the 2 armored H2 vehicles.

In order to comply with the license application for the 3 vehicles which will be armored we will need the following information.

On the US Dept of Commerce BIS license there are specific blocks for each of the requested entities.

Jeff quite often the purchaser, ultimate consignee and end user are one and the same entity. In your case, this will likely be the case. Just indicate 'same' under each area where this is applicable.

Purchaser Information:
Company or Gov't entity full name
Full Address
Telephone

Ultimate Consignee Information:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 629

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00139 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.661

The Grace Group, LLC
1239 Beverly Road
McLean, Virginia 22101
(202) 716-2000 T.
(703) 821-0859 F.
Email: GRACEGROUPLLC@AOL.COM
Email: JCBIRRELL@AOL.COM

May 19, 2005

Mr. Jeff Libutti
Priority Worldwide Services

By Email: jlibutti@priorityworldwide.com

Dear Jeff:

This letter is in response to your request for information regarding the vehicle shipment to Gabon.

This firm has been requested by the Gabonese Head of State to source three armored vehicles for the personal protection of the Head of State. These vehicles include:

1) One (1) 2005 GM Hummer, H2 LUX Package (armored to Level B-6). This vehicle is being stretched about 36 inches and the interior is being modified for VIP purposes.

2) Two (2) 2005 GM Hummers, H2 LUX Package (armored to Level B-6). These vehicles are otherwise not modified.

The armoring is being completed by the International Armoring Corporation (IAC), 2345 Lincoln Avenue, Ogden, Utah 84401. The contact at IAC is Dan Dresser, Vice President. Mr. Dresser can be reached at (801) 393-1075.

Purchaser Information: The Gabonese Government
Executive Office of the President
Libreville, Gabon

End User: The Gabonese Government
Executive Office of the President
Libreville, Gabon

Intermediate Consignee Information:

The Gabonese Government
Executive Office of the President
Libreville, Gabon

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 630

GRACE 0397

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00140 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.662

These three armored vehicles are to be used exclusively by the Head of State, El Hadj Omar Bongo. These vehicles are to be used for VIP personal protection and for no other purpose. These vehicles have no military application, are not intended for any military use and are not being fitted with any offensive weapon capability. These vehicles will not be exported outside of Gabon.

As noted, transportation of these vehicles is scheduled for the first week of June. Any expedited effort to obtain all of the required U.S. Government approval for this transaction will be greatly appreciated.

I can be reached at (202) 716-2000 at any time if there are any questions about this matter.

Sincerely,

(e-signed)

Jeffrey C. Birrell
Managing Member

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00141 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.663

REFERENCE: Z Z988307

OMB NO. 0694-0088, 0694-0089
BXA-748P EXPORT LICENSE APPLICATION

REFERENCE NUMBER* (AAA9999)	1. CONTACT PERSON*	2. TELEPHONE* (999-999-9999)
FPP0205	JEFF LIBUTTI	410 766 7470

3. FACSIMILE (999-999-9999)	4. DATE OF APPLICATION(MMDDYYYY)	
410 766 1264	05202005	Privacy Notice

6. DOCUMENTS SUBMITTED WITH APPLICATION

- [ ] BXA-748P-A ITEM APPENDIX
- [ ] BXA-748P-B END-USER APPENDIX
- [ ] BXA-711
- [ ] IMPORT/END-USER CERTIFICATE
- [ ] TECH. SPECS.
- [ ] NUCLEAR CERTIFICATION
- [ ] LETTER OF EXPLANATION
- [ ] FOREIGN AVAILABILITY
- [ ] OTHER

7. DOCUMENTS ON FILE WITH APPLICANT

- [ ] BXA-711
- [ ] LETTER OF ASSURANCE
- [ ] IMPORT/END-USER CERTIFICATE
- [ ] OTHER

9. SPECIAL PURPOSE

10. RESUBMISSION APPLICATION CONTROL NUMBER

11. REPLACEMENT LICENSE NUMBER

12. FOR ITEM(S) PREVIOUSLY EXPORTED, PROVIDE LICENSE EXCEPTION SYMBOL OR LICENSE NUMBER

13. IMPORT/END-USER CERTIFICATE COUNTRY

NUMBER

14.APPLICANT*	15.OTHER PARTY AUTHORIZED TO RECEIVE LICENSE
PRIORITY WORLDWIDE SERVICES	PRIORITY WORLDWIDE SERVICES
APPLICANT ID*	OTHER ID
P387876	P387876
ADDRESS LINE 1*	ADDRESS LINE 1
504 MCCORMICK DR., SUITES G - Q	504 MCCORMICK DR., SUITES G - Q
ADDRESS LINE 2	ADDRESS LINE 2
CITY*	CITY
GLEN BURNIE	GLEN BURNIE
STATE*	STATE
MD Maryland	MD Maryland

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 632

GRACE 0403

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00142 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.664

[redacted] = Redacted by the Permanent Subcommittee on Investigations

POSTAL CODE*
21061

POSTAL CODE
21061

EMPLOYER IDENTIFICATION NUMBER
[redacted]

TELEPHONE OR FAX
410 766 7470

16. PURCHASER
THE GABONESE GOVERNMENT

ADDRESS LINE1
EXECUTIVE Office of the PRESIDENT

ADDRESS LINE 2

CITY
LIBREVILLE

COUNTRY
GA GABON

POSTAL CODE

TELEPHONE OR FAX
241 72 76 00

17. INTERMEDIATE CONSIGNEE
THE GABONESE GOVERNMENT

ADDRESS LINE1
EXECUTIVE Office of the PRESIDENT

ADDRESS LINE 2

CITY
LIBREVILLE

COUNTRY
GA GABON

POSTAL CODE

TELEPHONE OR FAX
241 72 76 00

18. ULTIMATE CONSIGNEE*
THE GABONESE GOVERNMENT

ADDRESS LINE1*
EXECUTIVE Office of the PRESIDENT

ADDRESS LINE 2

CITY*
LIBREVILLE

COUNTRY*
GA GABON

POSTAL CODE

TELEPHONE OR FAX
241 72 76 00

19. END USER
THE GABONESE GOVERNMENT

ADDRESS LINE1
EXECUTIVE Office of the PRESIDENT

ADDRESS LINE 2

CITY
LIBREVILLE

COUNTRY
GA GABON

POSTAL CODE

TELEPHONE OR FAX
241 72 76 00

21. SPECIFIC END-USE (up to 1440 characters)*

GRACE 0404

ph44585 on D330-44585-7600 with DISTILLER

568401.665

FOR THE PROTECTION OF HUMAN LIFE DURING THE COURSE OF DAILY OVER THE ROAD TRAVEL OF GOVERNMENT OFFICIALS OF GABON. NON-MILITARY USE.

22. (a) ECCN*	(b) CTP (9999.9)	(c) MODEL NUMBER	(d) CCATS NUMBER
9A018			

(e) QUANTITY*	(f) UNITS	(g) UNIT PRICE	(h) TOTAL PRICE*	(i) MANUFACTURER
3	each	120000	360000	INT. ARMORING CO

(j) TECHNICAL DESCRIPTION (up to 250 characters)*

3 ARMORED HUMVEE SUVs. NIJ LEVEL 3. UNARMED, NOT HAVING WEAPONS, WEAPONS MOUNTINGS, NOR REINFORCEMENTS FOR WEAPONS MOUNTINGS.

23. TOTAL APPLICATION DOLLAR VALUE*

360000

24. ADDITIONAL INFORMATION (up to 1440 characters)

To be provided to DOC BIS, to Mr Herb Wahler upon request.

25. E-MAIL ADDRESS	NAME OF SIGNER* (F.M.LNAME or F.LNAME)	TITLE OF SIGNER*
JLIBUTTI@PRI	G.J.Libutti	INT. SALES DIR.

GRACE 0405

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00144 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.666

Subj: **Delivery Date for Gabonese H2s.**
Date: 5/31/2005 8:53:50 A.M. Eastern Standard Time
From: JCBIRRELL
To: dresserd@armormax.com

Dan:

I did not see any information from you on Friday as you promised. Did I miss a voice mail?

The H2s are running behind schedule and I can tell you that I am now in a tough position with President Bongo.

General Nzengui relayed your timetable to the President (which has the H2s already in Libreville) and I am now getting a lot of pressure from the President and his staff.

I appreciate the nature of your business and I have sent a memo to the President telling him that the delay is due to modifications that I have requested you make on his behalf. However, I need a hard date and I don't have a day to spare.

Please advise soonest.

Jeff
(202) 716-2000

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 633

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00145 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.667

Subj: **h2s**
Date: 6/7/2005
To: JCBIRRELL

June 7, 2005

Dear General Nzengui:

Following are copies of the titles of five of the vehicles that have been ordered for President Bongo. These vehicles have been paid for from the funds wired to me. The transportation costs of the Cadillac have also been paid for out of those same funds.

Please be advised that the Cadillac has been completed and is now in New York. Tomorrow, I will arrange a U.S. Customs inspection and obtain an air shipment date.

The H2s are nearly completed and the first two will be ready for shipment from Utah in a few days.

Please be advised that the second set of H2s are under construction and there will not be a lengthy delay between the shipment of the first H2s and the second H2s.

I am still waiting for the U.S. Customs certification on the armored H2s. I hope to obtain this documentation shortly.

I am pushing our friends at the armoring company very hard and they are trying to complete all four H2s as soon as possible.

Please call me at any time.

Best regards,

Jeff Birrell
(202) 716-2000

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 634

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00146 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.668

Subj: **H2 Follow up.**
Date: 6/9/2005
To: dresserd@armormax.com
CC: jlibutti@priorityworldwide.com

Dan:

I regret the tone of our conversation.

The representations regarding delivery that you made to the General and to me were without caveat or qualification. The President has been waiting since April 9th for shipment notification.

I need all 4 H2s done without any further delay.

It is not acceptable that the stretched H2 is still in CA and the armor has not started-- waiting 10 days for a truck -- or that the first two H2s have not moved at all since my trip to your HQ.

As requested, I will expect your correspondence regarding shipment date by Friday, COB eastern standard time. I will forward your letter directly to President Bongo.

Regarding the Commerce Department export license: seems like this application should have been done when you rec'd the funds and the P.O. However, I will now expedite. I have spoken to Jeff and I am thinking about involving your Governor to help -- he was the Assistant USTR for Africa during Bush's first term and my neighbor for four years in McLean, a few Member of Congress and the current and the former U.S. Ambassador to Gabon.

I will look for your dates -- pre June 25.

The the H2s and the Caddy need to be in Libreville by the 26 or this moves into a new level. It will be out of my hands. The stretched H2s need to follow closely behind.

Thank you.

Jeff
(202) 716-2000

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 636

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00147 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.669

D339614 (Z988307) /SUBJ LICENSE FOR CASE: D339614 (REF: FPP0205)

EXPORT LICENSE U.S. DEPARTMENT OF COMMERCE
INDUSTRY AND SECURITY

D339614
VALIDATED: JUN 24 2005
EXPIRES: JUN 30 2007

THIS LICENSE AUTHORIZES THE LICENSEE TO CARRY OUT THE EXPORT TRANSACTION DESCRIBED ON THE LICENSE (INCLUDING ALL ATTACHMENTS). IT MAY NOT BE TRANSFERRED WITHOUT PRIOR WRITTEN APPROVAL OF THE OFFICE OF EXPORT LICENSING. THIS LICENSE HAS BEEN GRANTED IN RELIANCE ON REPRESENTATIONS MADE BY THE LICENSEE AND OTHERS IN CONNECTION WITH THE APPLICATION FOR EXPORT AND IS EXPRESSLY SUBJECT TO ANY CONDITIONS STATED ON THE LICENSE, AS WELL AS ALL APPLICABLE EXPORT CONTROL LAWS, REGULATIONS, RULES, AND ORDERS. THIS LICENSE IS SUBJECT TO REVISION, SUSPENSION, OR REVOCATION WITHOUT PRIOR NOTICE.

APPLICANT REFERENCE NUMBER: FPP0205

PRIORITY WORLDWIDE SERVICES
C/O PRIORITY WORLDWIDE SERVICES
504 MCCORMICK DR., SUITES G - Q
GLEN BURNIE, MD 21061

PURCHASER:
THE GABONESE GOVERNMENT
EXECUTIVE OFFICE OF THE PRESIDENT
LIBREVILLE, GABON

ULTIMATE CONSIGNEE:
THE GABONESE GOVERNMENT
EXECUTIVE OFFICE OF THE PRESIDENT
LIBREVILLE, GABON

INTERMEDIATE CONSIGNEE:
THE GABONESE GOVERNMENT
EXECUTIVE OFFICE OF THE PRESIDENT
LIBREVILLE, GABON

APPROVED END USER(S):

COMMODITIES:

QTY	DESCRIPTION	ECCN	TOTAL PRICE
3	3 ARMORED HUMVEE SUVS. NIJ LEVEL 3. UNARMED, NOT HAVING WEAPONS, WEAPONS MOUNTINGS, NOR REINFORCEMENTS FOR WEAPONS MOUNTINGS.	9A018	$360,000
		TOTAL:	$360,000

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 638

GRACE 0401

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00148 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.670

THE EXPORT ADMINISTRATION REGULATIONS REQUIRE YOU TO TAKE THE FOLLOWING ACTIONS WHEN EXPORTING UNDER THE AUTHORITY OF THIS LICENSE.

A. RECORD THE EXPORT COMMODITY CONTROL NUMBER IN THE BLOCK PROVIDED ON EACH SHIPPER'S EXPORT DECLARATION (SED).

B. RECORD YOUR VALIDATED LICENSE NUMBER IN THE BLOCK PROVIDED ON EACH SED.

C. PLACE A DESTINATION CONTROL STATEMENT ON ALL BILLS OF LADING, AIRWAY BILLS, AND COMMERCIAL INVOICES.

RIDERS AND CONDITIONS:

D339614
VALIDATED: JUN 24 2005
EXPIRES: JUN 30 2007

---

1. APPLICANT MUST INFORM CONSIGNEE OF ALL LICENSE CONDITIONS.

2. NO RESALE, TRANSFER, OR REEXPORT OF THE ITEMS LISTED ON THIS LICENSE IS AUTHORIZED WITHOUT PRIOR AUTHORIZATION BY THE U.S. GOVERNMENT.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00149 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.671

Priority Worldwide Services

Priority Worldwide Services
P.O. Box 8725
BWI Airport, MD 21240
UNITED STATES
Tel: 410.766.7470 Fax: 410.766.1264
www.priorityworldwide.com

Invoice # : BWI 103297
Invoice Date : 06/27/2005
Account : GRAC12221
Terms : Due on Receipt
Due Date : 6/28/2005
Total Due : 72002.50

PWS CUSTOMER INVOICE (INTERNATIONAL AIR SERVICES)

Bill To

The GRACE GROUP LLC
GRACE HOUSE
1239 BEVERLY RD
MCLEAN,VA,22101
UNITED STATES
Attn : JEFF BIRRELL

Shipper

INTERNATIONAL ARMORING CORPORATION
2335 LINCOLN AVE
OGDEN,UT,84401
UNITED STATES

Ref # :

Details

HAWB # : BWI 50012147
MAWB # : 615-JFK-02215010
Pickup Date : 06/27/2005
# of Pcs : 2

Actual Wt.	Air Volume Wt.	Chargeable Wt.
16,600.00 Lbs.	14,463.00 Lbs.	16,600.00 Lbs.
7,530.00 Kgs.	6,560.50 Kgs.	7,530.00 Kgs.

Consignee

Office of the President of Gabon
LIBREVILLE
LIBREVILLE,,B.P. 546
GABON

Ref # :

Description	Charge
AIR FREIGHT CHARGES, 2 ARMORED HUMMER H2'S	64,987.50
FREIGHT CHARGES, TEAM FLATBED OGDEN - JFK	7,015.00
WORLDWIDE LOGISTICS SERVICES	**Total Due**
	$72,002.50

PAID

To Ensure Proper Credit, Please Return This Portion With Payment

Bill To:

The GRACE GROUP LLC
GRACE HOUSE
1239 BEVERLY RD
MCLEAN,VA,22101
UNITED STATES

Account #: GRAC12221

Remit To:

PRIORITY WORLDWIDE SERVICES
P.O. BOX 8725
BWI AIRPORT, MD 21240
T: 410.766.7470 F: 410.766.1264
WWW.PRIORITYWORLDWIDE.COM

Invoice #: BWI 103297
Invoice Date: 06/27/2005
Ship Date: 06/27/2005
HAWB #: BWI 50012147
MAWB #: 615-JFK-02215010
Origin: UNITED STATES
Destination: GABON
Charges: $72,002.50

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 639

GRACE 0407

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00150 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.672

AIR TRANSport 2 H2S.

UNITED BANK FX — FUNDS TRANSFER NOTIFICATION — 06-29-2005

THE GRACE GROUP LLC
1239 BEVERLY ROAD

MCLEAN , VA 22101-2802

Dear Customer:

This receipt serves as immediate notification of the following Outgoing Fed Funds Transfer that will be DEBITED from your account. If you have any questions, please contact your local branch.

Dollar Amount: $72002.50

Credit Account Number : #[redacted]
****
Sender ABA: 056004445 Sender Name: UNITED BANK FX

Sender Reference: 20050629[redacted]

Receiver ABA: [redacted] Receiver Name: BB&T
****
IMAD Reference# :2005062[redacted]

Beneficiary: PRIORITY WORLD WIDE SERVICES

Beneficiary Bank:
****
Originator Info: THE GRACE GROUP LLC

Originator Bank:

Originator Bank Info: SWIFT #[redacted]

Bank to Bank Info:
****

PRINT SEQUENCE #134

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 640

GRACE 0409

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00151 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.673

Subj: **RE: Telecom / Stretch H2's**
Date: 7/15/2005 10:57:46 A.M. Eastern Standard Time
From: dresserd@armormax.com
To: JCBIRRELL@aol.com

Thanks for your note, here is Greg Vidrine' (CFO) email address vidrineg@armormax.com

Regarding the letter, we have briefed Mark on the situation and he has pledged his complete support. The comment made that he was unaware of the exact commitment dates for your vehicles is true, he cannot at his level be aware of each commitment date for every vehicle we have in the shop, Even given the fact that these are head of state vehicles. We currently have (9) head of state vehicles in process with the 34 vehicles we currently have in the shop. You must understand that he is very sincere in his support to ensure that every effort will be made to get these vehicles completed as fast as is humanly possible, and that they will be built properly.

We do understand the urgency of the situation you are in, Kirk and I had already discussed the actions necessary with our technicians and with custom limo to move these vehicles along more quickly, Mark helped consider and review every possible option and we are exercising all of them. Kirk has allocated even more resources and we will go to the limo builder's shop as often as necessary to ensure they are pulling out all of the stops to completing the coachwork on these two remaining vehicles. Again building armored/custom vehicles is all about man-hours of time to complete the work. We must balance applying our workers round the clock with the diminishing returns and errors by bending our workers to the breaking point. Kirk is good at maintaining that balance and all efforts are being made.

Jeff we are very concerned about trying to improve our processes and timelines and have embarked on many initiatives here to improve our ability to meet our commitment dates. This is having some immediate affects on these two vehicles but will have greater impact on future builds which we hope someday we will have the opportunity to demonstrate. For now we can only focus on the task at hand, again please know that we are applying every resource possible and have the support from the top of our organization and at all levels. As we discussed previously we are experiencing unprecedented demand for armored vehicles, which has put a strain on every resource, both internally and from our supply chain partners. I wish we had a different story for you to convey to the President, please assure him that despite the delays, we will not compromise his safety, which is paramount for us, this focus on safety coupled with the strain on our resources has placed us where we are today. He will have these vehicles completed as soon as possible and they will be built properly.

I wish you safety and success and look forward to hearing from you regarding your meeting with the President.

Regards,

Dan
(801) 725-2980

From: JCBIRRELL@aol.com [mailto:JCBIRRELL@aol.com]
Sent: Thursday, July 14, 2005 4:43 PM
To: dresserd@armormax.com
Subject: Fwd: Telecom / Stretch H2's

Dan:

As noted by phone, I see that you were not cc'ed on this message. I send it FYI.

I was with the President tonight. I will met with him tomorrow morning and will try to move forward. As noted, our agenda is full.

My regards to you and I trust Mrs. Dresser is on the mend.

Please forward your CFO email address.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 642

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00152 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.674

= Redacted by the Permanent Subcommittee on Investigations

Subj: **RE: Grace Group Payment**
Date: 7/23/2005 11:54:14 P.M. Eastern Standard Time
From: dresserd@armormax.com
To: JCBIRRELL@aol.com
CC: mathesonk@armormax.com, Mathesonkfm@[redacted]

Jeff,

Are you back in the states or still overseas?

Mark and Greg were out of the office Friday so I go no information regarding the wire, I will check with them Tuesday morning.

Monday is a State holiday (Banks are closed here Monday) called Pioneer Day, big deal here in Utah.

I have attached the photos of the stretch H2 that when it left for California.

I understand you have contacted directly Gabriel at Custom Limo, Jeff I understand the pressure you are under but please do not direct Custom Limo, you can contact either myself or Kirk anytime via our cell phones.

You will note that the windshield is not installed since to install the headliner you must install it through the windshield. We will send our technicians to California to complete the install on the transparent armor when Gabriel is complete on his conversion work.

Kirk will provide you periodic updates regarding our progress on these two vehicles.

Regards,

Dan

From: JCBIRRELL@aol.com [mailto:JCBIRRELL@aol.com]
Sent: Friday, July 22, 2005 12:30 PM
To: ividrineg@armormax.com
Cc: dresserd@armormax.com
Subject: Grace Group Payment

Dear Greg:

By today, the remaining balance on the first two H2s should be in your bank.

I sent the wire on Tuesday. Please advise.

Jeff
(202) 716-2000

Jeffrey C. Birrell
Managing Member
The Grace Group, LLC
1239 Beverly Road
McLean, VA 22101

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 643

Monday, .

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00153 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.675

The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

To: El Hadj Abass Haidara Cherif

From: Jeffrey C. Birrell

Re: 1) Finalization of Stretch H2/Jeep Procurement
2) Electronic Counter Measures Equipment

Date: September 14, 2005

Dear Imam:

I trust that you have arrived safely in New York and that you find President Bongo well and in good spirits.

Please note that the two remaining Hummer H2 vehicles are done. The vehicles have been stretched, one has been armored to Level B-6, VIP interiors have been added and both vehicles have been painted ((1) non-armored white & (1) armored dark blue).

The electronic counter measure equipment (three mobile units) has been completed and are ready for immediate shipment to Gabon. As there may be some U.S. export issues involved with these units, the equipment will be shipped from the supplier directly to Gabon. I need to acquire a secure address for these three units.

Regarding the final budget for the H2 armoring and conversion, please note that we had anticipated an additional budget of about a $100,000 would be need from President Bongo. In as much as I purchased the three ECM units for a cost of $58,913 and have purchased the General's Jeep for $23,948, the additional budget needed has increased to about $120,000. There may be some funds rebated to President Bongo when a final accounting is performed.

Please be advised that I have asked Roy Morris, Esq. to review the IAC contracts and to determine if a rebate for the time-overrun can be sourced from IAC for President Bongo.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 645

GRACE 1060

El Hadj Abass Haidara Cherif
September 14, 2005
Page 2

As requested, I have asked for two ground/air transportation quotations. They are as follows:

1) Direct Dedicated Charter: Via, Miami-LBV.
Delivery: On or about September 26, 2005. Cost: $332,650

2) Indirect and with other Scheduled Unrelated Cargo: via, JFK-BRU-VTRY-LBV.
Delivery: On or about October 1, 2005. Cost: $111,600

Therefore, the immediate funds required are:

Option 1.		Option 2.	
IAC Armor	120,000	IAC Armor	120,000
Direct Charter	332,650	Indirect Cargo	111,600
	$452,650		$231,000

(Please note that these figures are actual cost and no mark up has been added.)

Attachments:

Priority Worldwide Service Letter
Priority Worldwide Service Air Quotation (Option 1)
Priority Worldwide Service Air Quotation (Option 2)
International Armoring Corporation Budget Recap and Invoice.

GRACE 1061

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00155 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.677

The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

To: General Nzengui Nzoundou Flavien
Directeur des Aides de Camp
Du President de la Republique

From: Jeffrey C. Birrell

Re: 1) Finalization of Stretch H2/Jeep Procurement
2) Electronic Counter Measures Equipment

Date: September 14, 2005

Dear General:

I trust that this note finds you well and that President Bongo is enjoying a productive visit to New York and the 60th meeting of the U.N. General Assembly.

Please note that the two remaining Hummer H2 vehicles are done. The vehicles have been stretched, one has been armored to Level B-6, VIP interiors have been added and both vehicles have been painted ((1) non-armored white & (1) armored dark blue).

The electronic counter measure equipment (three mobile units) has been completed and are ready for immediate shipment to Gabon. As there may be some U.S. export issues involved with these units, the equipment will be shipped from the supplier directly to Gabon. I need to acquire a secure address for these three units.

Regarding the final budget for the H2 armoring and conversion, please note that we had anticipated an additional budget of about a $100,000 would be need from President Bongo.

In as much as I purchased the three ECM units for a cost of $58,913 and have purchased the 2005 Jeep, the additional budget needed has increased to by about $20,000. There may be some funds rebated to President Bongo when a final accounting is performed.

Please be advised that I have asked Roy Morris, Esq. (my corporate lawyer) to review the IAC contracts and to determine if a rebate for the time-overrun can be sourced from IAC for President Bongo.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 646

GRACE 0418

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00156 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.678

Please deliver to El Hadj Abass Haidara

TO: El Hadj Abass Haidara

FROM: Jeff Birrell

DATE: July 18, 2005

Dear Imam:

1) I hope you arrived safely in Libreville and that you had a time of good prayer in Mali.

I have selected a company to provide the ECM united for El Hadj. The company is a major contractor for the US mil in theater and I believe offers the level of protection that is required.

The units offered by TAC (Utah) are too low power for use in El Hadj's environment. He requires a different sort of technology.

The unit that has been recommended to me is a high power, portable cellular jammer that can be used in a vehicle or carried by a guard when El Hadj is walking.

The unit is available with a weather-proof case, extra batteries, internal and external directional antennas, fast-release shock-proof vehicle mountings and external omni directional antennas.

The General has reviewed this information as has a tech-officer.

When all of the additional equipment is purchased, these three units can be purchased for about $50,000. Each is custom made to order and the delivery time is about 30 days.

Ly For All 3 units.

Please let me know and I will order these for El Hadj.

2) Please also advise if General Nz wants the 4 additional vehicles. As noted, all of the U.S. auto makers are this month offering special promotions. The pricing in the United States for new GMC vehicles is now lower than any time in the past 10 years.

On non-armored vehicles, there are no export issues. I can purchase the vehicles today, put them on a boat and they can be in Libreville in 30 days. Otherwise, I can purchase them and they can go on the plane with the H2s and also be in Libreville in the time frame.

Best,

Jeff

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 646

GRACE 0630

ph44585 on D330-44585-7600 with DISTILLER

568401.679

WireHouse - Message Details MID: 20050922143541AR

Beneficiary: INTERNATIONAL ARMORING
Originator: THE GRACE GROUP LLC

Message Text:

= Redacted by the Permanent Subcommittee on Investigations

User ID:: ANISSA
Message St: COMPLETE
Value Date: 09/22/2005
Date:: 09/22/2005
Time:: 14:35:41
Amount:: 90490.00
URC::
Test Key:: 0
Branch Cod:[redacted]
Fee:: 0.00
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 0
Sender ABA:[redacted]
Sender Nam: UNITED BANK FX
Receiver A: [redacted]
Receiver N: ZIONS SLC
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 90490.00
Reference:: 20050922[redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

Printed By: Page

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 647

April 23, 2007 11:04:16 AM

psi-ub-000432

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00158 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.680

WireHouse - Message Details MID: 20050922143541AR

BBK Idcode:
BBK Id::
BBK::
BBK Addres:
BBK Addres:
BBK Addres:
BNF Idcode: AC
BNF Id:[redacted]
BNF:: INTERNATIONAL ARMORING
BNF Addres: CORPORATION
BNF Addres:
BNF Addres:
RFB::
OBI:: PAYMENT FOR THE COST OF 2 VEHICLES SHIPPED TO AFRICA
BBI::
As of reas:
As of date:
Reference:
IMAD:: 20050922E[redacted]
OMAD::
Charges::
CrAcctyp::
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:04:16 AM

psi-ub-000433

ph44585 on D330-44585-7600 with DISTILLER

568401.681

WireHouse - Message Details MID: 20050922145123RD

Beneficiary: PRIORITY WORLD WIDE SERVICES
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: ROGER
Message St: COMPLETE
Value Date: 09/22/2005
Date:: 09/22/2005
Time:: 14:51:23
Amount:: 332650.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee:: 0.00
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 0
Sender ABA: [redacted]
Sender Nam: UNITED BANK FX
Receiver A: [redacted]
Receiver N: BB&T
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 332650.00
Reference:: 20050922145123RD
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page ril 23, 2007 11:04:21 AM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 648

psi-ub-000434

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00160 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.682

WireHouse - Message Details MID: 20050922145123RD

BBK Idcode:
BBK Id::
BBK::
BBK Addres: WILSON NC
BBK Addres:
BBK Addres:
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: PRIORITY WORLD WIDE SERVICES
BNF Addres:
BNF Addres:
BNF Addres:
RFB::
OBI:: PAYMENT FOR THE COST OF 2 VEHICLES SHIPPED TO AFRICA
BBI::
As of reas:
As of date:
Reference:
IMAD:: 20050922E6B7001C000079
OMAD::
Charges::
CrAcctyp::
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:04:21 AM

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00161 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.683

From: mburton190 mburton190 [mailto:mburton190@armormax.com]
Sent: Tuesday, December 16, 2008 3:08 PM
To: Parks, Adam (HSGAC)
Subject: Re: Gabonese Transactions

--- Adam_Parks@hsgac.senate.gov wrote:

From: "Parks, Adam (HSGAC)" <Adam_Parks@hsgac.senate.gov>
To: <mburton190@armormax.com>
Cc: "Stuber, Laura (HSGAC)" <Laura_Stuber@hsgac.senate.gov>
Subject: Gabonese Transactions
Date: Mon, 15 Dec 2008 11:06:14 -0500

Good morning Mark,

Thank you for returning my call. Please see the questions we discussed below. In your reply, please include Laura Stuber (cc'd to this message).

Kind regards,

Adam Parks

U.S. Senate Permanent Subcommittee on Investigations

199 Russell Senate Office Building

Washington, D.C. 20510-6262

(202) 224-4209

(202) 224-1972 (fax)

Adam_Parks@hsgac.senate.gov

1. **What is the total amount received by Armormax from The Grace Group, LLC for services rendered?**

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 649

Armormax is not a company but a brand of a product. Armormax did not receive ANY funds from the Grace Group, LLC. International Armoring Corporation is the manufacturing company and received a total of $611,805.00 during 2005 for the purchase, stretching and/or armoring of 4 vehicles (from the Grace Group) This included the purchase of the vehicles, stretching of the vehicle and the armoring of 3 vehicles.

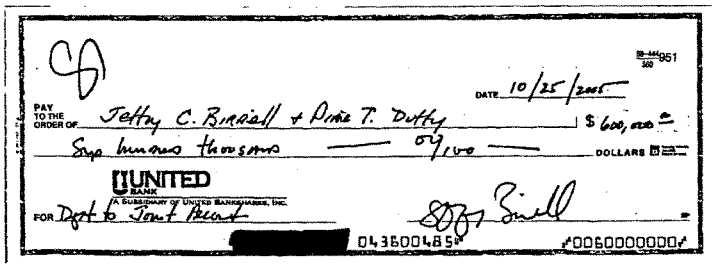
2. **You previously mentioned that Armormax received a payment from The Grace Group, LLC on September 23, 2005 but were unable to provide the exact amount. Please provide the amount, and the purpose of the payment.**

IntelInternational Armoring received a payment of $90,490.00 on September 22,2005. This amount is included in the above mentioned total. This was for the balance of payment on the armored Limo H2 and the un-armored Limo H2.

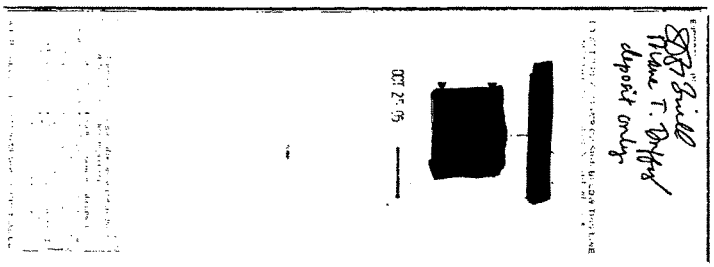
zinl

3. **lePlease explain the difference between International Armoring Corporation and Armormax. Again, Armormax is a brand name of armoring materials used by International Armoring Corporation in their armoring process.**

= Redacted by the Permanent Subcommittee on Investigations



Account	0000000043600485	Routing	[redacted]
Amount	600000.00	OF6	0
Post Date	20051025	Check	0000000000
Sequence	007296155	Tran	000090



Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 651

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00164 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.686

3042 0951 12138 N

[redacted] = Redacted by the Permanent Subcommittee on Investigations

STATEMENT OF ACCOUNTS

004360-0485 X

STATEMENT FROM	PERIOD THROUGH	
10-01-05	10-31-05	0

PAGE 1 OF 1

THE GRACE GROUP LLC
SPECIAL PROJECT ACCOUNT
1239 BEVERLY ROAD
MCLEAN VA 22101-2802

1 ENCLOSURES

0

SMART BUSINESS CHECKING ACCOUNT: 004360-0485

PREVIOUS STATEMENT BALANCE	DEPOSITS/ CREDITS	1	CHECKS/ DEBITS	1	SERVICE FEES	ENDING BALANCE
67,059.23	534,430.11		600,000.00		.00	1,489.34

DATE	ACTIVITY DESCRIPTION	REFERENCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	BALANCE
10-01	BEGINNING BALANCE				67,059.23
10-25	PHONE TSFR-CREDIT	[redacted]	534,430.11		
10-25	CHECK	[redacted]		600,000.00	1,489.34
10-31	ENDING BALANCE				1,489.34

CHECK SUMMARY
* INDICATES SKIP IN CHECK NUMBERS

CHECK NO	AMOUNT	CHECK NO	AMOUNT
	600,000.00		
TOTAL NUMBER OF CHECKS	1	TOTAL AMOUNT OF CHECKS	600,000.00

SERVICE FEE BALANCE INFORMATION FROM 10-01-05 THROUGH 10-31-05

AVERAGE LEDGER BALANCE	52,253.13	AVERAGE COLLECTED BALANCE	52,253.13
MINIMUM LEDGER BALANCE	1,489.34	MINIMUM COLLECTED BALANCE	1,489.34
AVG. INVESTABLE BALANCE	52,253.13		

TELEPHONE: 703-502-7200

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 652

psi-ub-000213

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00165 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.687

We credit / debit your account.
(CIRCLE ONE)

UNITED BANK

Date 10-25-05

Reason: [illegible]

[redacted]

Prepared by: [illegible] By: 951

Tran Codes - Bank Use Only			
CREDIT		DEBIT	
30	Misc.	53	Misc.
42	Transfer	76	Transfer
07	No Hold	94	Close

Account Number: 4360-0485

Tran Code → 42

Amount: $534430.11

CUSTOMER COPY

DK001

[illegible]/2005 2:54:32PM

0009 4360-0485 Deposit $534,430.11

[illegible]

[redacted]

= Redacted by the Permanent Subcommittee on Investigations

CUSTOMER RECEIPT

UNITED BANK

- ☐ Checking Account
- ☐ Savings Deposit
- ☐ Savings Withdrawal
- ☐ Installment Loan
- ☐ Mortgage Loan
- ☐ Equiline
- ☐ Collection
- ☐ Utility
- ☐ Safe Deposit
- ☐ Bankcard
- ☐ FITW - FICA - FET
- ☐ O / D Protection

951 10/25/2005 2:59:12PM

002 PM 0010 [redacted] Deposit $600,000.00

The bank symbol transaction number, date and amount of your deposit are shown above.
All items subject to verification, collection and conditions noted on signature card.
U0519F (REV.01/02)

Each Depositor Insured to $100,000 FDIC Federal Deposit Insurance Corp.

CB

68-444/560 951

DATE 10/25/2005

PAY TO THE ORDER OF Jeffrey C. Birrell + Diane T. Duffy $ 600,000.00

Six hundred thousand — 00/100 — DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR Dept to Joint Account

[illegible]

[redacted] 043600485 0060000000

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 653

GRACE 0007

ph44585 on D330-44585-7600 with DISTILLER

568401.688

From : Brigadier General (Retired) Hamid Bakhsh

To : Laura Stuber
Counsel
Permanent Subcommittee on Investigations

Dear Laura

Reference your Email Dated October 19, 2009.I will answer your points briefly one by one as they come in your Email.

1. To describe my relationship with the Grace Group: was strictly Business and I have a contract with the company to do what was described in that agreement according to my Personal knowledge of the RSAF routine and people which helped me to get the sale of those six RSAF C-130's to succeed and The Ministry of Defence and Aviation of the Kingdom of Saudi Arabia (after their coordination with the USAF government) have signed the approval to sell those aircrafts to The Government of the Gabonese Republic. (But the deal did not finalised by the government of the Gabon)

2. I have received these payments to cover small part of my services to the Grace Group in purchasing the six RSAF C-130's. (They suppose to complete the total payment that we agreed to in the agreement).

3. I have not received additional payments from Grace Group.

4. I have not paid any money to the Grace Group, but I gave them services that they have not paid me for yet although The Ministry of Defence and Aviation of the Kingdom of Saudi Arabia have agreed and sign the transfer of those six aircrafts.

Finally I seek your help (if you can) to let the Grace Group (as an Americans Company) to complete my total payment, because as far as I am concerned I have fulfil my parts of the agreement with Grace Group.

Yours

Brigadier General (Retired)
Hamid Bakhsh

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 656

PSI-Bakhsh-01-0001

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00167 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.689

[redacted] = Redacted by the Permanent Subcommittee on Investigations

U.S. Service Center 008
PO Box 769013
San Antonio, TX 78245-9013

00001/R1/04F008
000
CITIBANK, F.S.B.
Account
[redacted]

OUNAIDA BONGO
[redacted]
WASHINGTON DC 20016-5547

Statement Period
Feb. 16 - Mar. 15, 2001

[redacted]

CITIBANK ACCOUNT SUMMARY:

Checking	$96,692.14
Savings	$107,911.47
Investments (not FDIC insured)	---
Loans	---
Credit Cards	---

Direct Access® becomes Citibank® Online!
Enjoy the best of online banking: go to www.citibankonline.com. Just go on with your Citibank® Banking Card # and PIN. Direct Access users will be automatically upgraded and all your account information will be available on Citibank Online.

Checking	Balance
Interest Checking	$96,692.14
Savings	**Balance**
Insured Money Market	$2,690.94
Market Rate Account	$25,004.75
Market Rate Plus	$80,215.78
Total Checking and Savings	**$204,603.61**

Use The Citibank® Banking Card To Pay Your Taxes
You don't have to write a check anymore. Go to www.officialpayments.com (or call 1-800-2PAY-TAX) or www.about1888alltaxx.com (or call 1-800-ALL-TAXX) to find out more about this easier, more convenient way to pay your taxes.

[redacted]

It's IRA Season!
A Citibank IRA can be an important part of your retirement. Both Traditional and Roth IRAs can offer you tax advantages, including a possible tax deduction and earnings that are tax-deferred. Stop by your Citibank financial center or call us.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 665

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00168 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.690

= Redacted by the Permanent Subcommittee on Investigations

OUNAIDA BONGO

Account [redacted] Page 2 of 5
Statement Period - Feb. 16 - Mar. 15, 2001

|00001/R1/04F008

[redacted]

When determining your rates and charges for this statement period, Citibank considered your average balances during the month of February in all of your qualifying accounts that you asked us to combine. These balances may be in accounts that are reported on other statements.

Rates and Charges	Your Combined Balance Range $100,000+
Rates	Preferred
Monthly Service Charge	None

Ask about accounts eligible for preferred rates.

Please refer to your Citibank Account Terms and Conditions for details on how we determine your monthly fees and charges. Please note that when your qualified transaction activity exceeds the designated level, you may be subject to fees for transactions performed.

All fees assessed in a statement period, including per check and non-Citibank ATM fees, will appear as charges on your next Citibank statement (to the account that is currently debited for your monthly service charge).

[redacted]

Interest Checking

[redacted]

Beginning Balance: $2,280.38
Ending Balance: $96,692.14

Date	Description	Amount Subtracted	Amount Added	Balance
2/21				2,267.38
2/26				2,121.53
2/28			40,000.00	
2/28				
2/28				
2/28				
2/28				41,866.53
3/01				41,708.53
3/02			300.00	
3/02				39,508.53
3/05				
3/05				
3/05	[redacted]			
3/05	Redacted By			
3/05	Permanent Subcommittee on Investigations			
3/05	[redacted]			
3/05				
3/05				39,134.22
3/06				39,049.22
3/08				
3/08				
3/08				
3/08				
3/08				38,422.02
3/09				
3/09				
3/09				24,420.52
3/12			4,200.00	
3/12				

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00169 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.691

[redacted] = Redacted by the Permanent Subcommittee on Investigations

OUNAIDA BONGO

Account [redacted] Page 3 of 5
Statement Period - Feb. 16 - Mar. 15, 2001

00001/R1/04F005

CHECKING ACTIVITY

Date	Description	Amount Subtracted	Amount Added	Balance
3/12	[redacted]			
3/12				
3/12	Redacted By			
3/12				28,205.70
3/13	Permanent Subcommittee on Investigations			
3/13	[redacted]			
3/13				21,779.62
3/14	Authorized Transfer WIRE FROM AYIRA USD		74,943.20	
3/14	Fee for Incoming Funds Transfer	10.00		
3/14				96,686.84
3/15			7.68	
3/15				96,692.14
	Total Subtracted/Added	**25,039.12**	**119,450.88**	

[1] *Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.*

Checks Paid

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
458	3/06	85.00	876	3/08	250.00	892	3/12	136.82	896	3/12	145.00
872*	2/28	80.00	889*	2/28	85.00	893	3/08	85.00	1155*	3/09	4,200.00
873	2/28	80.00	890	3/12	50.00	894	3/13	3,200.00	8888*	3/13	3,200.00
875*	3/01	158.00	891	3/12	50.00	895	3/09	9,700.00			

* Indicates gap in check number sequence

Checking Interest Summary

Statement Period	Average Balance	Average Interest Rate	Interest Earned	Annual Percentage Yield Earned
2/16-3/15	$25,016.12	0.40%	$7.68	0.40%

Instant Availability for Your Deposited Checks

As of	Source of Coverage	Amount
3/15	Good Customer Recognition	$1,000
3/15	IMMA	2,690
3/15	Total Instant Availability	$3,690

Overdraft Protection

As of	Source of Coverage	Amount
3/15	IMMA	$2,690

SAVINGS ACTIVITY

Insured Money Market

[redacted]

Beginning Balance: $2,685.63
Ending Balance: $2,690.94

Date	Description	Amount Subtracted	Amount Added	Balance
3/15	Interest Earned		7.69	
3/15	IRS Tax Withholding - Required By Law	2.38		2,690.94
	Total Subtracted/Added	**2.38**	**7.69**	

Savings and Money Market Account Interest Summary

Account	Statement Period	Average Balance	Average Interest Rate	Interest Earned	Annual Percentage Yield Earned
[redacted]	2/16-3/15	$2,685.63	3.73%	$7.69	3.80%

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A 00043084

ph44585 on D330-44585-7600 with DISTILLER

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OUNAIDA BONGO

Account [redacted] Page 4 of 5 [0000 1/R1/04F008
Statement Period - Feb. 16 - Mar. 15, 2001

Savings Summary (Continued)

Certificates of Deposit

Type	Number	Maturity	Interest Rate	Annual Percentage Yield(APY)	Last Interest Paid	Balance
Mkt Rate Acct	[redacted]	3/21/01	2.96%	3.00%	$14.19	$25,004.75
Mkt Rate Plus	[redacted]	3/28/01	4.78%	4.90%	152.85	80,215.78
Total Certificates of Deposit						**$105,220.53**

Market Rate Account

[redacted]

Beginning Balance: $24,965.57
Ending Balance: $25,004.75

Date	Description	Amount Subtracted	Amount Added	Balance
2/20	Interest Earned Interest Rate = 2.96%, Annual Percentage Yield = 3.00%		14.18	
2/20	IRS Tax Withholding - Required by Law	4.39		24,975.36
2/21	Automatic rollover			24,975.36
2/27	Interest Earned Interest Rate = 2.96%, Annual Percentage Yield = 3.00%		14.18	
2/27	IRS Tax Withholding - Required by Law	4.39		24,985.15
2/28	Automatic rollover			24,985.15
3/06	Interest Earned Interest Rate = 2.96%, Annual Percentage Yield = 3.00%		14.19	
3/06	IRS Tax Withholding - Required by Law	4.39		24,994.95
3/07	Automatic rollover			24,994.95
3/13	Interest Earned Interest Rate = 2.96%, Annual Percentage Yield = 3.00%		14.19	
3/13	IRS Tax Withholding - Required by Law	4.39		25,004.75
3/14	Automatic rollover			25,004.75
	Total Subtracted/Added	**17.56**	**56.74**	

Market Rate Plus

[redacted]

Beginning Balance: $80,000.83
Ending Balance: $80,215.78

Date	Description	Amount Subtracted	Amount Added	Balance
2/27	Interest Earned Interest Rate = 5.12%, Annual Percentage Yield = 5.25%		158.66	
2/27	IRS Tax Withholding - Required by Law	49.18		80,110.31
2/28	Automatic rollover			80,110.31
3/13	Interest Earned Interest Rate = 4.97%, Annual Percentage Yield = 5.10%		152.85	
3/13	IRS Tax Withholding - Required by Law	47.38		80,215.78
3/14	Automatic rollover			80,215.78
	Total Subtracted/Added	**96.56**	**311.51**	

Customer Service Information

IF YOU HAVE QUESTIONS ON:	YOU CAN CALL:	YOU CAN WRITE:
Checking Insured Money Market CDs	800-926-1067 (For Speech and Hearing Impaired Customers Only TDD: 800-945-0258)	Citibank, F.S.B. Bank by Mail P.O. Box 803698 Chicago, IL 60680-8837

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states.

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

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OUNAIDA BONGO

Account [redacted] Page 5 of 5 000001/R1/04F008
Statement Period - Feb. 16 - Mar. 15, 2001

CHECKING AND SAVINGS
FDIC Insurance:
Products reported in CHECKING and SAVINGS are insured by the Federal Deposit Insurance Corporation. Please consult your Citibank Customer Manual for full details and limitations of FDIC coverage.

In Case of Errors or Questions About Your Electronic Fund Transfers other than for Investment Transactions:
If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.
Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Citibank is an Equal Housing Lender.

Citicard, Citicard Banking Center, Checking Plus, MasterCard, Visa, Citibank Preferred Visa and MasterCard, Citibank Platinum Select, Checks-as-Cash, Equity Source Account, MultiMoney, Citigold, CitiPhone Banking, and Ready Credit are registered in the U.S. Patent and Trademark Office. Safety Check is a service mark of Citigroup, Inc.

TO RECONCILE YOUR CHECKBOOK WITH THIS STATEMENT, FOLLOW THESE SIMPLE RULES

1. List in your checkbook any deposits, withdrawals and service charges which are shown on your statement, but not recorded in your checkbook. Adjust your checkbook accordingly.
2. Mark off in your checkbook all checks paid, withdrawals, or deposits listed on your statement.
3. List and total in the "Checks and Other Withdrawals Outstanding" column at the right all issued checks that have not been paid by Citibank together with any applicable check charges and all withdrawals made from your account since your last statement.
4. Deduct from your checkbook balance any service or other charge (including pre-authorized transfers or automatic deductions) that you have not already deducted.
5. Add to your checkbook balance any interest-earned deposit shown on this statement.
6. Record Closing Balance here (as shown on statement).
7. Add deposits or transfers you recorded which are not shown on this statement.
8. Total (6 and 7 above).
9. Enter Total "Checks and Other Withdrawals Outstanding" (from right).

BALANCE (8 less 9 should equal your checkbook balance).

Checks and Other Withdrawals Outstanding
(Made by you but not yet indicated as paid on your statement)

Number or Date	Amount
Sum of check charges on above if applicable	
Total	

ph44585 on D330-44585-7600 with DISTILLER
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U.S. Service Center 008
PO Box 789013
San Antonio, TX 78245-9013

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CITIBANK, F.S.B.
Account [redacted]

OUNAIDA BONGO
[redacted]
WASHINGTON DC 20016-5547

Statement Period
Sept. 17 - Oct. 15, 2001

Page 1 of 5

CITIBANK ACCOUNT SUMMARY:

Checking	$139,577.35
Savings	$109,404.15
Investments (not FDIC insured)	----
Loans	----
Credit Cards	----

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It's like having a bank teller 24/7 at a touch of your finger.
Fast and Easy!
1-800-627-3999 New York
1-800-274-6660 all other markets

Checking	Balance
Interest Checking	$139,577.35
Savings	**Balance**
Insured Money Market	$2,722.69
Market Rate Account	$25,261.65
Market Rate Plus	$81,419.81
Total Checking and Savings	**$248,981.50**

Citibank understands that your financial needs are ever-changing, which is why we now offer a complimentary service - the Citipro(sm) financial needs analysis - to help you achieve your financial goals both today and in the future.

Visit your Financial Center and use the enclosed Citipro Certificate to get the process started.

Cash back on purchases.
Great low rate on balance transfers.
Citi® Dividend Platinum Select® MasterCards
To apply call 1-800-284-2992 now and start saving.
(offer expires 11/30/01)
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EXHIBIT #134 - FN 665

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OUNAIDA BONGO

Account [redacted] Page 2 of 5 ;00001/R1/04F008
Statement Period - Sept. 17 - Oct. 15, 2001

[redacted]

When determining your rates and charges for this statement period, Citibank considered your average balances during the month of Septembe in all of your qualifying accounts that you asked us to combine. These balances may be in accounts that are reported on other statements.

Rates and Charges	Your Combined Balance Range $100,000+
Rates	Preferred
Monthly Service Charge	None

Ask about accounts eligible for preferred rates.

Please refer to your Citibank Account Terms and Conditions for details on how we determine your monthly fees and charges. Please note that when your qualified transaction activity exceeds the designated level, you may be subject to fees for transactions performed.

All fees assessed in a statement period, including per check and non-Citibank ATM fees, will appear as charges on your next Citibank statement (to the account that is currently debited for your monthly service charge).

[redacted]

Interest Checking

[redacted]

Beginning Balance: $45,927.17
Ending Balance: $139,577.35

Date	Description	Amount Subtracted	Amount Added	Balance
9/20				42,727.17
9/21				42,714.17
9/26	Authorized Transfer WIRE FROM AYIRA		99,733.09	
9/26	Fee for Incoming Funds Transfer	10.00		142,437.26
10/01				142,209.59
10/03				
10/03				141,968.61
10/04				141,808.61
10/05				
10/05				
10/05	[redacted]			141,575.89
10/09	Redacted By			141,554.25
10/10				
10/10	Permanent Subcommittee on Investigations			140,632.43
10/12	[redacted]			140,392.43
10/15				
10/15				
10/15				
10/15				
10/15				
10/15			35.33	
10/15				139,577.35
	Total Subtracted/Added	**6,118.24**	**99,768.42**	

[1] *Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.*

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OUNAIDA BONGO

Account [redacted] Page 3 of 5
Statement Period - Sept. 17 - Oct. 15, 2001

00001/R1/04F005

[redacted] (Continued)

Checking Interest Summary

Statement Period	Average Balance	Average Interest Rate	Interest Earned	Annual Percentage Yield Earned
9/17-10/15	$111,136.90	0.40%	$35.33	0.40%

Instant Availability for Your Deposited Checks

As of	Source of Coverage	Amount
10/15	Good Customer Recognition	$1,000
10/15	IMMA	2,722
10/15	Total Instant Availability	$3,722

Overdraft Protection

As of	Source of Coverage	Amount
10/15	IMMA	$2,722

[redacted]

Insured Money Market

[redacted]

Beginning Balance: $2,719.19
Ending Balance: $2,722.69

Date	Description	Amount Subtracted	Amount Added	Balance
10/15	Interest Earned		5.03	
10/15	IRS Tax Withholding - Required By Law	1.53		2,722.69
	Total Subtracted/Added	**1.53**	**5.03**	

Savings and Money Market Account Interest Summary

Account	Statement Period	Average Balance	Average Interest Rate	Interest Earned	Annual Percentage Yield Earned
[redacted]	9/17-10/15	$2,719.19	2.33%	$5.03	2.35%

Certificates of Deposit

Type	Number	Maturity	Interest Rate	Annual Percentage Yield(APY)	Last Interest Paid	Balance
Mkt Rate Acct	[redacted]	10/18/01	2.03%	2.05%	$9.83	$25,261.65
Mkt Rate Plus	[redacted]	10/25/01	2.71%	2.75%	89.29	81,419.81
Total Certificates of Deposit						**$106,681.46**

Market Rate Account

[redacted]

Beginning Balance: $25,234.29
Ending Balance: $25,261.65

Date	Description	Amount Subtracted	Amount Added	Balance
9/19	Interest Earned Interest Rate = 2.03%, Annual Percentage Yield = 2.05%		9.83	
9/19	IRS Tax Withholding - Required by Law	2.99		25,241.13
9/20	Automatic rollover			25,241.13
9/26	Interest Earned Interest Rate = 2.03%, Annual Percentage Yield = 2.05%		9.83	
9/26	IRS Tax Withholding - Required by Law	2.99		25,247.97
9/27	Automatic rollover			25,247.97
10/03	Interest Earned Interest Rate = 2.03%, Annual Percentage Yield = 2.05%		9.83	
10/03	IRS Tax Withholding - Required by Law	2.99		25,254.81
10/04	Automatic rollover			25,254.81
10/10	Interest Earned Interest Rate = 2.03%, Annual Percentage Yield = 2.05%		9.83	
10/10	IRS Tax Withholding - Required by Law	2.99		25,261.65
10/11	Automatic rollover			25,261.65
	Total Subtracted/Added	**11.96**	**39.32**	

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OUNAIDA BONGO

Account [redacted] Page 4 of 5 {00001/R1/04F008
Statement Period - Sept. 17 - Oct. 15, 2001

Market Rate Plus
[redacted]

Beginning Balance: $81,291.62
Ending Balance: $81,419.81

Date	Description	Amount Subtracted	Amount Added	Balance
9/26	Interest Earned Interest Rate = 3.05%, Annual Percentage Yield = 3.10%		95.15	
9/26	IRS Tax Withholding - Required by Law	29.02		81,357.75
9/27	Automatic rollover			81,357.75
10/10	Interest Earned Interest Rate = 2.66%, Annual Percentage Yield = 2.90%		89.29	
10/10	IRS Tax Withholding - Required by Law	27.23		81,419.81
10/11	Automatic rollover			81,419.81
	Total Subtracted/Added	**56.25**	**184.44**	

IF YOU HAVE QUESTIONS ON:	YOU CAN CALL:	YOU CAN WRITE:
Checking Insured Money Market CDs	800-926-1067 (For Speech and Hearing Impaired Customers Only TDD: 800-945-0258)	Citibank, F.S.B. Bank by Mail P.O. Box 803698 Chicago, IL 60680-8837

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states.

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS
FDIC Insurance:
Products reported in CHECKING and SAVINGS are insured by the Federal Deposit Insurance Corporation. Please consult your Citibank Customer Manual for full details and limitations of FDIC coverage.

In Case of Errors or Questions About Your Electronic Fund Transfers other than for Investment Transactions:
If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you thefirst statement on which the error or problem appeared.
Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Citibank is an Equal Housing Lender.

Citicard, Citicard Banking Center, Checking Plus, MasterCard, Visa, Citibank Preferred Visa and MasterCard, Citibank Platinum Select, Checks-as-Cash, Equity Source Account, MultiMoney, Citigold, CitiPhone Banking, and Ready Credit are registered in the U.S. Patent and Trademark Office. Safety Check is a service mark of Citigroup, Inc.

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OUNAIDA BONGO

Account [redacted] Page 5 of 5]00001/R1/04F008
Statement Period - SepL 17 - Oct 15, 2001

TO RECONCILE YOUR CHECKBOOK WITH THIS STATEMENT, FOLLOW THESE SIMPLE RULES

1. List in your checkbook any deposits, withdrawals and service charges which are shown on your statement, but not recorded in your checkbook. Adjust your checkbook accordingly.
2. Mark off in your checkbook all checks paid, withdrawals, or deposits listed on your statement.
3. List and total in the **"Checks and Other Withdrawals Outstanding"** column at the right all issued checks that have not been paid by Citibank together with any applicable check charges and all withdrawals made from your account since your last statement.
4. Deduct from your checkbook balance any service or other charge (including pre-authorized transfers or automatic deductions) that you have not already deducted.
5. Add to your checkbook balance any interest-earned deposit shown on this statement.
6. Record Closing Balance here (as shown on statement).
7. Add deposits or transfers you recorded which are not shown on this statement.
8. Total (6 and 7 above).
9. Enter Total "Checks and Other Withdrawals Outstanding"(from right).

BALANCE (8 less 9 should equal your checkbook balance).

Checks and Other Withdrawals Outstanding
(Made by you but not yet indicated as paid on your statement)

Number or Date	Amount
Sum of check charges on above if applicable	
Total	

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PO Box 769013
San Antonio, TX 78245-9013

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CITIBANK, F.S.B.
Account [redacted]

Statement Period
Aug. 18 - Sept. 15, 2003

OUNAIDA BONGO
[redacted]
NEWYORK NY 10069-1004

CITIBANK ACCOUNTS AS OF SEPTEMBER 15, 2003

CITIBANK ACCOUNT SUMMARY:

Checking	$189,380.37
Savings	$27,853.75
Investments (not FDIC Insured)	----
Loans	----
Credit Cards	----

Whether it's a new house, college for the kids or a comfortable retirement, a Citipro (R) financial checkup can help provide suggestions to help you get to where you want to be. Fore more details, look at the enclosed statement insert.

Checking	Balance
Interest Checking	$189,380.37
Savings	**Balance**
Insured Money Market	$0.16
Market Rate Account	$25,757.13
Market Rate Plus	$2,096.46
Total Checking and Savings	**$217,234.12**

Homeowners: Apply today for a Citibank Home Equity Loan or Line of Credit, and let the equity in your home work for you! Your money will be ready when you are – whether you plan to install new siding, buy furniture, or pay for educational expenses. Stop by your nearest Citibank Financial Center today for more information and/or to apply!

SUGGESTIONS AND RECOMMENDATIONS

Citibank announces a new low cost way to send money to Mexico! With the new Citibank Global Transfer service, you can send up to $1000 per day and $5000 per week for only $8.00 per transaction. All you need to do is visit any one of our ATM locations. Your recipient picks up the cash at any Banamex branch after showing proper ID and a reference number. Visit your local Financial Center to learn more about it.

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Permanent Subcommittee on Investigations
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OUNAIDA BONGO

Account [redacted] Page 2 of 5 00001/R1/04F008
Statement Period - Aug. 18 - Sept. 15, 2003

CITIBANK ASSOCIATE RATES AND CHARGES

When determining your rates and charges for this statement period, Citibank considered your average balances during the month of August in all of your qualifying accounts that you asked us to combine. These balances may be in accounts that are reported on other statements.

Rates and Charges	Your Combined Balance Range $100,000-$249,999
Rates	Preferred
Monthly Service Charge	None

Ask about accounts eligible for preferred rates.

Please refer to your Citibank Account Terms and Conditions for details on how we determine your monthly fees and charges. Please note that when your qualified transaction activity exceeds the designated level, you may be subject to fees for transactions performed.

All fees assessed in a statement period, including per check and non-Citibank ATM fees, will appear as charges on your next Citibank statement (to the account that is currently debited for your monthly service charge).

CHECKING ACTIVITY

Interest Checking
[redacted]

Beginning Balance: $130,498.87
Ending Balance: $189,380.37

Date	Description	Amount Subtracted	Amount Added	Balance
8/21				130,485.87
8/26	[redacted]			
8/26	Redacted By			
8/26	Permanent Subcommittee on Investigations			
8/26	[redacted]			
8/26				129,345.00
8/27	Incoming Wire Transfer WIRE FROM AYIRA C/O DG BGFIBANK		64,849.05	
8/27	INCOMING WIRE TRANSFER FEE INCOMING WIRE FEE [redacted]	10.00		
8/27				
8/27				193,650.64
8/28				
8/28				191,811.95
9/02	[redacted]			191,785.28
9/03	Redacted By			
9/03				
9/03	Permanent Subcommittee on Investigations			
9/03	[redacted]			
9/03				
9/03				187,714.39
9/04			4,500.00	
9/04				
9/04				191,957.39
9/08				

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OUNAIDA BONGO

Account [redacted] Page 3 of 5 00001/R1/04F008
Statement Period - Aug. 18 - Sept. 15, 2003

CHECKING ACTIVITY (continued)

Date	Description	Amount Subtracted	Amount Added	Balance
9/08	[redacted]			
9/08	Redacted By			
9/08	Permanent Subcommittee on Investigations			191,268.25
9/09	[redacted]			191,246.31
9/10				191,199.47
9/11				
9/11				190,787.09
9/12				190,691.49
9/15				
9/15				
9/15				
9/15			34.22	
9/15				189,380.37
	Total Subtracted/Added	10,501.77	69,383.27	

[1] *Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.*

Checking Interest Summary

Statement Period	Average Balance	Average Interest Rate	Interest Earned	Annual Percentage Yield Earned
8/18-9/15	$172,267.58	0.25%	$34.22	0.25%

Instant Availability for Your Deposited Checks

As of	Source of Coverage	Amount
9/15	Good Customer Recognition	$1,000
9/15	IMMA	0
9/15	Total Instant Availability	$1,000

Overdraft Protection

As of	Source of Coverage	Amount
9/15	IMMA	$0

SAVINGS ACTIVITY

Insured Money Market

[redacted]

Beginning Balance: $0.16
Ending Balance: $0.16

Certificates of Deposit

Type	Number	Maturity	Interest Rate	Annual Percentage Yield(APY)	Last Interest Paid	Balance
Mkt Rate Acct	[redacted]	9/23/03	1.01%	1.02%	$4.99	$25,757.13
Mkt Rate Plus	[redacted]	9/30/03	0.75%	0.75%	0.60	2,096.46
Total Certificates of Deposit						**$27,853.59**

Market Rate Account

[redacted]

Beginning Balance: $25,742.22
Ending Balance: $25,757.13

ph44585 on D330-44585-7600 with DISTILLER
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OUNAIDA BONGO

Account [redacted] Page 4 of 5
Statement Period - Aug. 18 - Sept. 15, 2003

100001/R1/04F008

SAVINGS ACTIVITY (Continued)

Date	Description	Amount Subtracted	Amount Added	Balance
8/18	Automatic rollover			25,742.22
8/22	Interest Earned Interest Rate = 1.01%, Annual Percentage Yield = 1.02%		4.99	
8/22	IRS Tax Withholding - Required by Law	1.39		25,745.82
8/25	Automatic rollover			25,745.82
8/29	Interest Earned Interest Rate = 1.01%, Annual Percentage Yield = 1.02%		5.70	
8/29	IRS Tax Withholding - Required by Law	1.59		25,749.93
9/02	Automatic rollover			25,749.93
9/08	Interest Earned Interest Rate = 1.01%, Annual Percentage Yield = 1.02%		4.99	
9/08	IRS Tax Withholding - Required by Law	1.39		25,753.53
9/09	Automatic rollover			25,753.53
9/15	Interest Earned Interest Rate = 1.01%, Annual Percentage Yield = 1.02%		4.99	
9/15	IRS Tax Withholding - Required by Law	1.39		25,757.13
	Total Subtracted/Added	**5.76**	**20.67**	

Market Rate Plus

[redacted]

Beginning Balance: $2,095.55
Ending Balance: $2,096.46

Date	Description	Amount Subtracted	Amount Added	Balance
8/18	Automatic rollover			2,095.55
8/29	Interest Earned Interest Rate = 0.75%, Annual Percentage Yield = 0.75%		0.65	
8/29	IRS Tax Withholding - Required by Law	0.18		2,096.02
9/02	Automatic rollover			2,096.02
9/15	Interest Earned Interest Rate = 0.75%, Annual Percentage Yield = 0.75%		0.60	
9/15	IRS Tax Withholding - Required by Law	0.16		2,096.46
	Total Subtracted/Added	**0.34**	**1.25**	

FOR CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:	YOU CAN CALL:	YOU CAN WRITE:
Checking Insured Money Market CDs	800-274-6660 (For Speech and Hearing Impaired Customers Only TDD: 800-945-0258)	Citibank, F.S.B. Bank by Mail P.O. Box 803698 Chicago, IL 60680-8837

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states.

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00181 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.703

= Redacted by the Permanent Subcommittee on Investigations

OUNAIDA BONGO

Account [redacted] Page 5 of 5 ;00001/R1/04F008
Statement Period - Aug. 18 - Sept. 15, 2003

CHECKING AND SAVINGS
FDIC Insurance:
Products reported in CHECKING and SAVINGS are insured by the Federal Deposit Insurance Corporation. Please consult your Citibank Customer Manual for full details and limitations of FDIC coverage.

In Case of Errors or Questions About Your Electronic Fund Transfers other than for Investment Transactions:
If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.
Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Citibank is an Equal Housing Lender.

Citicard, Citicard Banking Center, Checking Plus, MasterCard, Visa, Citibank Preferred Visa and MasterCard, Citibank Platinum Select, Checks-as-Cash, Equity Source Account, MultiMoney, Citigold, CitiPhone Banking, and Ready Credit are registered in the U.S. Patent and Trademark Office. Safety Check is a service mark of Citigroup, Inc.

TO RECONCILE YOUR CHECKBOOK WITH THIS STATEMENT, FOLLOW THESE SIMPLE RULES

1. List in your checkbook any deposits, withdrawals and service charges which are shown on your statement, but not recorded in your checkbook. Adjust your checkbook accordingly.
2. Mark off in your checkbook all checks paid, withdrawals, or deposits listed on your statement.
3. List and total in the "Checks and Other Withdrawals Outstanding" column at the right all issued checks that have not been paid by Citibank together with any applicable check charges and all withdrawals made from your account since your last statement.
4. Deduct from your checkbook balance any service or other charge (including pre-authorized transfers or automatic deductions) that you have not already deducted.
5. Add to your checkbook balance any interest-earned deposit shown on this statement.

6. Record Closing Balance here (as shown on statement).	
7. Add deposits or transfers you recorded which are not shown on this statement.	
8. Total (6 and 7 above).	
9. Enter Total "Checks and Other Withdrawals Outstanding" (from right).	
BALANCE (8 less 9 should equal your checkbook balance).	

Checks and Other Withdrawals Outstanding
(Made by you but not yet indicated as paid on your statement)

Number or Date	Amount
Sum of check charges on above if applicable	
Total	

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00182 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.704

Fax Transmission:

The Grace Group, LLC
Grace House
1239 Beverly Road
McLean, Virginia 22101
T. 703-821-0850
F. 703-821-0850

[redacted] = Redacted by the Permanent Subcommittee on Investigations

To: El Hadj Abass Haidara
011-241[redacted]

From: Jeffrey C. Birrell

Date: June 14, 2005

Dear Imam:

The funds noted in our conversation can be sent to the following address. I will hold these funds in total until otherwise directed by you.

Best regards,

Jeff

Bénéficiaire du compte :	The Grace Group LLC
Votre interlocuteur :	Madame Sy Nguyen
Numéro du compte :	[redacted]
Nom de l'établissement :	United Bank
Numéro ABA:	[redacted]
Adresse :	1320 Old Chain Bridge Road McLean, VA 22101
Téléphone :	703-356-2265
Télécopie :	703-356-3729
Courriel :	snguyen@unitedbank-va.com

Thank you.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 666

GRACE 0634

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00183 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.705

WireHouse - Message Details MID: 050617093700F100

Beneficiary: THE GRACE GROUP LLC
Originator: AYIRA

Message Text:

User ID::
Message St: COMPLETE
Value Date: 06/17/2005
Date:: 06/17/2005
Time:: 09:37:00
Amount:: 4999934.56
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee:: 0.00
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Version:: 0
Sender ABA: [redacted]
Sender Nam: DBTCO AMERICAS NYC
Receiver A: [redacted]
Receiver N: UNITED FAIRFAX
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 4999934.56
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: AYIRA
ORG Addres: BP 2253
ORG Addres: LIBREVILLE
ORG Addres:
OGB Idcode: SA
OGB Id:: BLGOFRPP
OGB:: BANQUE BELGOLAISE PARIS
OGB Addres: ATT:COMPTABILITE TENU DES COMPTES
OGB Addres: 6,AVENUE VELASQUEZ
OGB Addres: PARIS F-750008, FRANCE
INS Idcode: BC
INS Id:: BGFIGALIXXX
INS:: BGFIBANK
INS Addres: LIBREVILLE
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

Printed By: Page ril 23, 2007 11:01:48 AM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 667

psi-ub-000416

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00184 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.706

WireHouse - Message Details MID: 050617093700F100

BBK Idcode:
BBK Id::
BBK:: UNITED BANK
BBK Addres: 1320 OLD CHAIN BRIDGE ROAD
BBK Addres: MCLEAN, VA 22101 USA
BBK Addres:
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: THE GRACE GROUP LLC
BNF Addres: UNITED STATES
BNF Addres:
BNF Addres:
RFB:: [redacted]
OBI:: FEES DEDUCTED $45.00RGLT RSAF C 130E AIRCRAFT
BBI:: {6500}F57./*
As of reas:
As of date:
Reference:
IMAD:: 20050617B1Q8383C002966
OMAD:: 20050617E6B7001C00004106170945FT01
Charges::
CrAcctyp::
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:01:48 AM

psi-ub-000417

ph44585 on D330-44585-7600 with DISTILLER

568401.707

15/06/2005 20:12 +32-2-344-29-49 1AIDARA / MOKRANE PAGE 01/01
15-JUI-2005 17:14 DE :BGFIBANK 740994 A :#31003223442949 P:2

[redacted] = Redacted by the Permanent Subcommittee on Investigations

18/06/05-16:11:11 LocalSwiftAck-5446-000006

---------- Instance Type and Transmission ----------
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : [redacted]
---------- Message Header ----------
Swift INPUT : FIN 103 Single Customer Credt Transfer
Sender : BGFIGALIXXX
BGFIBANK
LIBREVILLE GA
Receiver : BLGOFRPPXXX
BELGOLAISE
PARIS FR
MUR : [redacted]
---------- Message Text ----------
20: Sender's Reference
[redacted]
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 17 June 2005
Currency : USD (US DOLLAR)
Amount : #5.000.000,#
50K: Ordering Customer-Name & Address
ATIRA
BP 2253
LIBREVILLE
53B: Sender's Correspondent -Location
[redacted]
BLGOFRPP
57D: Account With Inst -Name & Addr
//FW [redacted]
UNITED BANK
1320 OLD CHAIN BRIDGE ROAD
MCLEAN, VA 22101 USA
A L'ATTENTION DE MME SYNGUYEN
59: Beneficiary Customer-Name & Addr
[redacted]
THE GRACE GROUP LLC
UNITED STATES
70: Remittance Information
RGLT RSAF C-130E AIRCRAFT
71A: Details of Charges
SHA
---------- Message Trailer ----------
{MAC:504F46F3}
{CHK:B5F391F9F682}
---------- Interventions ----------
Category : Network Report
Creation Time : 15/06/05 16:10:27
Application : SWIFT Interface
Operator : SYSTEM
Text
{1:F21BGFIGALIAXXX7778148199}{4:{177:0506151600}{451:0}{108:DMP15638AUN8781}}

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 668

GRACE 0635

ph44585 on D330-44585-7600 with DISTILLER

568401.708

UNITED BANK

By A. [signature]

The Grace Group LLC.

Date 6-17-05

PLEASE INCLUDE YOUR ACCOUNT NUMBER 4389-9095

EXCELLENCE IN SERVICE

CURRENCY	DOLLARS	CENTS
COIN		
PLEASE LIST EACH CHECK SEPARATELY	4999,934	58
TOTAL		
LESS CASH RECEIVED		
TOTAL DEPOSIT	4999,934	58

[redacted] 04389 9095

20/04999934 58

Account 0000000043899095
Amount 4999934.58
Post Date 20050617
Sequence 008866725
Routing [redacted]
OF6 0
Check 0000000000
Tran 000020

[redacted]

= Redacted by the Permanent Subcommittee on Investigations

We credit / debit your account.

UNITED BANK

Date 6-17-05

Tran Codes - Bank Use Only

CREDIT		DEBIT	
30	Misc.	53	Misc.
42	Transfer	76	Transfer
07	No Hold	94	Close

Reason: OPEN NEW SNNA

Prepared by A. [signature] By 951

The Grace Group LLC.

[redacted]

Tran Code 53

Amount 4999934.58

[redacted]

53/04999934 58

Account 000000[redacted]
Amount 4999934.58
Post Date 20050617
Sequence 008866730
Routing 0[redacted]
OF6 0
Check 0000000000
Tran 000053

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 669

https://www.fiservcws.com/1_5/uiV

psi-ub-000268

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00187 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

ph44585 on D330-44585-7600 with DISTILLER

568401.709

Subj: **Fwd: C-130 Update/Financial**
Date: 6/29/2005 10:32:12 A.M. Eastern Standard Time
From: JCBIRRELL
To: rmorris@cmgpc.com

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Forwarded Message:

Subj: **C-130 Update/Financial**
Date: 6/29/2005 10:31:55 A.M. Eastern Standard Time
From: JCBIRRELL
To: ABASS.HAIDARA@[redacted]

Dear Imam:

Will you please advise President Bongo of the following information.

The Grace Group LLC has received $5,000,000.00 USD in its general operating account. These funds were received by wire.

This same amount, minus wire transfer fees, has been re-deposited into a separate account titled, "Grace Group LLC, Client Escrow Account."

These funds will remain in this account until otherwise directed by the client. Expenses incurred by the Grace Group with specific regard to the purchase of the C-130s, will be deducted from this account and repaid to the Grace Group's general operating account.

A full accounting of these expenses will be made available to the client.

Thank you.

Jeff

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 670

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00188 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.710

WireHouse - Message Details MID: 050718081417F100

Beneficiary: THE GRACE GROUP LLC
Originator: AYIRA

Message Text:

User ID::
Message St: COMPLETE
Value Date: 07/18/2005
Date:: 07/18/2005
Time:: 08:14:17
Amount:: 5999934.36
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee:: 0.00
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Version:: 0
Sender ABA: [redacted]
Sender Nam: DBTCO AMERICAS NYC
Receiver A: [redacted]
Receiver N: UNITED FAIRFAX
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 5999934.36
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: AYIRA
ORG Addres: C/O DIRECTION GENERALE
ORG Addres: BGFIBANK
ORG Addres: LIBREVILLE
OGB Idcode: SA
OGB Id:: BLGOFRPP
OGB:: BANQUE BELGOLAISE PARIS
OGB Addres: ATT:COMPTABILITE TENU DES COMPTES
OGB Addres: 6,AVENUE VELASQUEZ
OGB Addres: PARIS F-750008, FRANCE
INS Idcode: BC
INS Id:: BGFIGALIXXX
INS:: BGFIBANK
INS Addres: LIBREVILLE
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 671

psi-ub-000422

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00189 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.711

WireHouse - Message Details MID: 050718081417F100

BBK Idcode:
BBK Id::
BBK:: UNITED BANK
BBK Addres: 1320 OLD CHAIN BRIDGE ROAD
BBK Addres: MCLEAN, VA 22101 USA
BBK Addres:
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: THE GRACE GROUP LLC
BNF Addres: USA
BNF Addres:
BNF Addres:
RFB:: [redacted]
OBI:: FEES DEDUCTED $45.00REGLT RSAF C 130 E AIRCRAFT(2EMEECHEANCE)
BBI:: {6500}57D:/*
As of reas:
As of date:
Reference:
IMAD:: 20050718B1Q8383C000783
OMAD:: 20050718E6B7001C00001907180819FT01
Charges::
CrAcctyp::
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00190 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.712

UNITED BANK FX *FUNDS TRANSFER NOTIFICATION* *07-18-2005*

[redacted] = Redacted by the Permanent Subcommittee on Investigations

THE GRACE GROUP LLC
1239 BEVERLY ROAD

MCLEAN , VA 22101-2802

Dear Customer:

This receipt serves as immediate notification of the following Incoming Fed Funds Transfer that will be CREDITED to your account. If you have any questions, please contact your local branch.

Dollar Amount: $5999934.36

Credit Account Number : #[redacted]
****
Sender ABA: 021001033 Sender Name: DBTCO AMERICAS NYC

Sender Reference: [redacted]

Receiver ABA: [redacted] Receiver Name: UNITED FAIRFAX
****
)MAD Reference# :20050718E6B7001C000[redacted]

3eneficiary: THE GRACE GROUP LLC

3eneficiary Bank: UNITED BANK
****
)riginator Info: AYIRA

)riginator Bank: BANQUE BELGOLAISE PARIS

)riginator Bank Info: FEES DEDUCTED $45.00REGLT RSAF C 130 E AIRCRAFT(:EMEECHEANCE)

!ank to Bank Info: {6500}57D:/*
****

·RINT SEQUENCE #90

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 671

GRACE 0276

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00191 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.713

3042 0951 1054 Y

STATEMENT OF ACCOUNTS

004389-9095 X

STATEMENT PERIOD FROM	THROUGH	
7-12-05	8-10-05	0

PAGE 1 OF 1

THE GRACE GROUP LLC
CLIENT ESCROW ACCT
1239 BEVERLY ROAD
MCLEAN VA 22101-2802

1 ENCLOSURES

0

SUPER MONEY MARKET ACCOUNT ACCOUNT: 004389-9095

PREVIOUS STATEMENT BALANCE	DEPOSITS/ CREDITS 3	CHECKS/ DEBITS 3	SERVICE FEES	ENDING BALANCE
5,007,749.17	12,024,516.76	1,000,149.00	.00	16,032,116.93

ACCOUNT/INTEREST INFORMATION

INTEREST PAID THIS YEAR 32,514.66

[redacted] = Redacted by the Permanent Subcommittee on Investigations

DATE	ACTIVITY DESCRIPTION	REFERENCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	BALANCE
07-12	BEGINNING BALANCE				5,007,749.17
07-19	PHONE TSFR-CREDIT	[redacted]	5,999,934.36		11,007,683.53
07-21	CHECK 1001	[redacted]		99.00	11,007,584.53
07-22	INTL WIRE-OUT	[redacted]		1,000,000.00	
07-22	WIRE TRF-OUT FEE			50.00	
	INTL WIRE-OUT 1 AT $50.00				10,007,534.53
07-26	PHONE TSFR-CREDIT	[redacted]	5,999,934.73		16,007,469.26
08-10	INTEREST CREDIT		24,647.67		16,032,116.93
08-10	ENDING BALANCE				16,032,116.93

CHECK SUMMARY
* INDICATES SKIP IN CHECK NUMBERS

CHECK NO	AMOUNT	CHECK NO	AMOUNT
1001	99.00		
TOTAL NUMBER OF CHECKS	1	TOTAL AMOUNT OF CHECKS	99.00

*** ANNUAL PERCENTAGE YIELD EARNED DISCLOSURE FROM 7-12-05 THROUGH 8-10-05 ***
ANNUAL PERCENTAGE YIELD EARNED 2.50%
AVERAGE DAILY COLLECTED BALANCE 12,140,894.74
INTEREST EARNED 24,647.67

SERVICE FEE BALANCE INFORMATION FROM 7-12-05 THROUGH 8-10-05

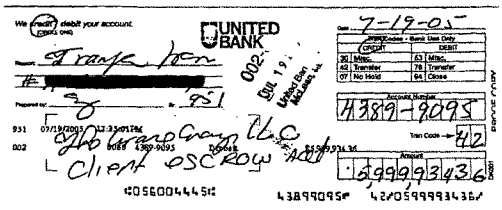
AVERAGE LEDGER BALANCE	12,140,894.74	AVERAGE COLLECTED BALANCE	12,140,894.74
MINIMUM LEDGER BALANCE	5,007,749.17	MINIMUM COLLECTED BALANCE	5,007,749.17

TELEPHONE: 703-502-7200

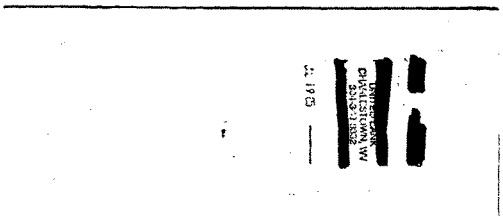
Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 672

psi-ub-000240

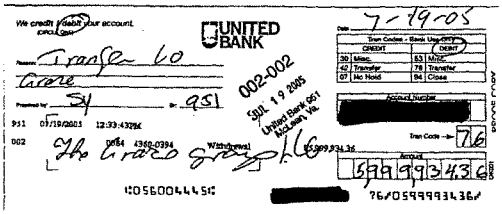
ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00192 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.714



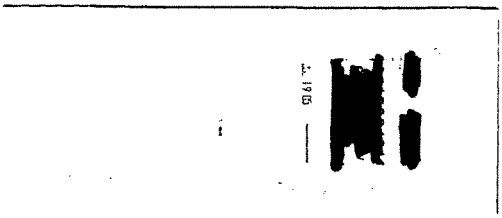
Account	0000000043899095
Amount	5999934.36
Post Date	20050719
Sequence	008739490
Routing	056004445
OF6	0
Check	0000000000
Tran	000042



= Redacted by the Permanent Subcommittee on Investigations



Account	00000000[redacted]
Amount	5999934.36
Post Date	20050719
Sequence	008739495
Routing	056004445
OF6	0
Check	0000000000
Tran	000076



Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 672

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00193 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.715

WireHouse - Message Details MID: 050721084000F101

Beneficiary: THE GRACE GROUP LLC
Originator: AYIRA

Message Text:

User ID::
Message St: COMPLETE
Value Date: 07/21/2005
Date:: 07/21/2005
Time:: 08:40:00
Amount:: 5999934.73
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee:: 0.00
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 0
Sender ABA:[redacted]
Sender Nam: DBTCO AMERICAS NYC
Receiver A:[redacted]
Receiver N: UNITED FAIRFAX
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 5999934.73
Reference::[redacted]
ORG Idcode:
ORG Id::
ORG:: AYIRA
ORG Addres: C/O BGFIBANK
ORG Addres: BP 2253
ORG Addres: LIBREVILLE
OGB Idcode: SA
OGB Id:: BLGOFRPP
OGB:: BANQUE BELGOLAISE PARIS
OGB Addres: ATT:COMPTABILITE TENU DES COMPTES
OGB Addres: 6,AVENUE VELASQUEZ
OGB Addres: PARIS F-750008, FRANCE
INS Idcode: BC
INS Id:: BGFIGALIXXX
INS:: BGFIBANK
INS Addres: LIBREVILLE
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page \pril 23, 2007 11:02:15 AM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 673

psi-ub-00042(

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00194 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.716

WireHouse - Message Details MID: 050721084000F101

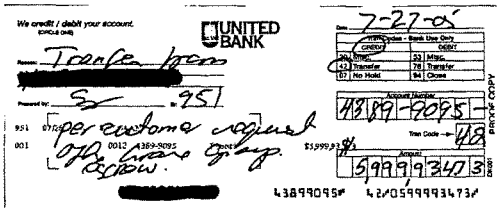
BBK Idcode:
BBK Id::
BBK:: /FW0564445
BBK Addres: UNITED BANK
BBK Addres: 1320 OLD CHAIN BRIDGE ROAD
BBK Addres: MCLEAN, VA 22101 USA
BNF Idcode: AC
BNF Id::[redacted]
BNF:: THE GRACE GROUP LLC
BNF Addres: USA
BNF Addres:
BNF Addres:
RFB::[redacted]
OBI:: FEES DEDUCTED $45.00REGLT RSAF C 130 E AIRCRAFT (3 EECHANCE)
BBI::
As of reas:
As of date:
Reference:
IMAD:: 20050721B1Q8384C002003
OMAD:: 20050721E6B7001C00001207210833FT01
Charges::
CrAcctyp::
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

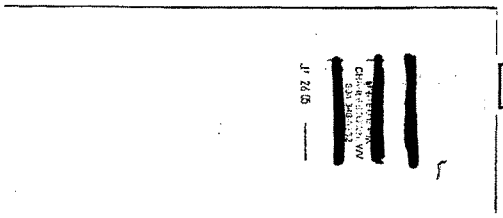
Printed By: Page UNITED BANK Date: April 23, 2007 11:02:15 AM

psi-ub-000427

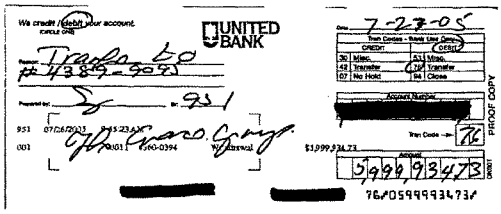
ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00195 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.717



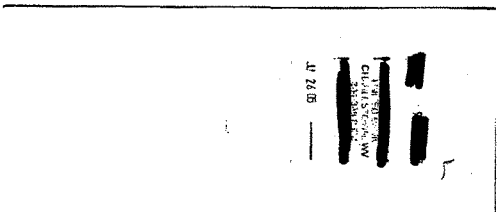
Account	0000000043899095
Amount	5999934.73
Post Date	20050726
Sequence	008833545
Routing	[redacted]
OF6	0
Check	0000000000
Tran	000042



[redacted] = Redacted by the Permanent Subcommittee on Investigations



Account	00000000[redacted]
Amount	5999934.73
Post Date	20050726
Sequence	008833550
Routing	[redacted]
OF6	0
Check	0000000000
Tran	000076



Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 674

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00196 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.718

WireHouse - Message Details MID: 20050722124825RD

Beneficiary: ABASS HAIDARA
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: ROGER
Message St: COMPLETE
Value Date: 07/22/2005
Date:: 07/22/2005
Time:: 12:48:26
Amount:: 1000000.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee::
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 1
Sender ABA:[redacted]
Sender Nam: UNITED BANK FX
Receiver A: 000000000
Receiver N: INTERNATIONAL WIRE
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 1000000.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 675

psi-ub-000428

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00197 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.719

WireHouse - Message Details MID: 20050722124825RD

BBK Idcode: SA
BBK Id:: KREDBEBB
BBK:: KBC BANK
BBK Addres: BIC KRED BE BB
BBK Addres: UCCLE CHURCHILL
BBK Addres: BRUX BEIGUM
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: ABASS HAIDARA
BNF Addres: IBAN BE[redacted]
BNF Addres:
BNF Addres:
RFB::
OBI:: REQUEST OF THE HEAD OF STATE. SEQ NO 2875. IBAN CONTACT MR E VAN ROY FAX 0113223408551
BBI:: {6500}IBAN CONTACT MR E VAN ROY FAX 01132*23408551*
As of reas:
As of date:
Reference:
IMAD::
OMAD::
Charges:: _Y
CrAcctyp:: GLA
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:04:01 AM

psi-ub-000429

ph44585 on D330-44585-7600 with DISTILLER

568401.720

WireHouse - Message Details MID: 20050831142119RD

Beneficiary: BABA A HAIDARA
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: ROGER
Message St: COMPLETE
Value Date: 08/31/2005
Date:: 08/31/2005
Time:: 14:21:19
Amount:: 200000.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee::
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 0
Sender ABA: [redacted]
Sender Nam: UNITED BANK FX
Receiver A: 000000000
Receiver N: INTERNATIONAL WIRE
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 200000.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 676

pril 23, 2007 11:04:09 AM

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00199 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.721

WireHouse - Message Details MID: 20050831142119RD

BBK Idcode:
BBK Id::
BBK:: SOCIETE GENERALE AGENCY FONTENOY
BBK Addres: BK CODE 30003, QUICHET 03301 RIB 03
BBK Addres: C/O BABA A HAIDARA
BBK Addres: PALAIS DE L UNESCOE, PARIS FRANCE
BNF Idcode: AC
BNF Id:[redacted]
BNF:: BABA A HAIDARA
BNF Addres:
BNF Addres:
BNF Addres:
RFB::
OBI:: FEED STARVING REFUGEES IN MALI AND NIGER, SEQ NO 3209
BBI::
As of reas:
As of date:
Reference:
IMAD::
OMAD::
Charges::
CrAcctyp:: GLA
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:04:09 AM

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00200 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.722

LLC-1016 (07/03)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

STATEMENT OF CHANGE OF REGISTERED OFFICE AND/OR REGISTERED AGENT

1. Limited Liability Company's Name: The Grace Group, LLC
Limited Liability Company's SCC ID#: [redacted]

2. Current registered agent's name and registered office address on record:

JEFF BIRRELL

1239 BEVERLY RD

MCLEAN, VA 22101-0000

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Fully complete items 3, 4 and 5, even if some information remains unchanged.

3. Registered agent's name and registered office address after this statement is filed with the Commission:

Diane Duffy
1239 Beverly Road
Mclean, Virginia 22101

4. The registered agent named in item 3 is **(mark appropriate box)**:
(A) an individual who is a resident of Virginia and
(✓) a member or manager of the limited liability company.
( ) an officer or director of a corporate member/manager of the limited liability company.
( ) a general partner of a general or limited partnership that is a member or manager of the limited liability company.
( ) a trustee of a trust that is a member of the limited liability company.
( ) a member of the Virginia State Bar.
OR
(B) ( ) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

5. Locality of registered office:
(A) Current registered office locality: **FAIRFAX COUNTY**
(B) Registered office locality after this statement is filed: ( ) city or (✓) county of Fairfax.

6. After the foregoing change(s) is (are) made, the limited liability company will be in compliance with the requirements of § 13.1-1015 of the Code of Virginia.

7. Complete "(A)" if a new registered agent is being appointed.
(A) The undersigned member/manager/authorized person executes this statement on behalf of the limited liability company as of:

12-20-04 (Date) Diane Duffy (Signature) Diane Duffy, Managing Member (Printed Name & Title)

Complete "(B)" if the registered agent (i) is remaining the same but has changed his/her/its name or business office address or (ii) is the surviving entity of a merger with the registered agent named in item 2:

(B) The undersigned registered agent declares that a copy of this statement has been mailed to the limited liability company named in item 1, above.

(Date)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 678

GRACE 1124

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00201 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.723

The Grace Group, LLC
1239 Beverly Road
McLean, Virginia 22101
T/F (703) 821-0850
Email:GraceGroupLLC@AOL.COM

July 28, 2005

Mr. David C. Trimble
Director, Office of Defense Trade Controls Compliance
Directorate of Defense Trade Controls
Bureau of Political Military Affairs
U.S. Department of State
Washington, DC 20522-0112

ATTENTION: BROKERING REGISTRATION

Dear Mr. Trimble:

In compliance with 22 CFR 122.2(b)(1) and (b)(2), I hereby state that I am an authorized senior official of The Grace Group, LLC. Furthermore, I hereby state that:

Neither the intending registrant, chief executive officer, president, vice-presidents, other senior officers or officials (e.g. comptroller, treasurer, general counsel) nor any member of the board of directors:

(i) has ever been indicted for or convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR 120.27; or

(ii) is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from any agency of the U.S. government.

In accordance with 22 CFR 122.2(b)(2), I state that The Grace Group, LLC is neither owned nor controlled by foreign persons (as defined in 22 CFR 120.16).

For the brokering registration record, I hereby state that I have been appointed by The Grace Group, LLC to be the Empowered Official and am qualified to serve in this capacity under 22 CFR 120.25.

Jeffrey C. Birrell
Managing Member and Empowered Official

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 678

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00202 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.724

Subj: **(C130 Brokering Request) Delta Synergie and The Grace Group LLC**
Date: 10/24/2005 12:40:28 P.M. Eastern Standard Time
From: JCBIRRELL
To: WalkleyBR@state.gov, dhananiks@state.gov

Dear Ambassador:

I trust that you enjoyed your visit to California and have returned to Gabon rested and well.

I had hoped to meet with Kathy Dhanani and with Col. Neal Kringel during my most recent visit to Gabon to follow up on your kind offer to assist President Bongo (via a private company in Gabon i.e.Delta Synergie) obtain two C-130E aircraft for regional commercial transport operations. These aircraft are being sought from the Royal Saudi Air Force. These aircraft will have no military application.

As I have indicated, The Grace Group LLC, is a U.S.-based corporation which I own. The Grace Group LLC submitted a Statement of Registration for Brokering to the Department of State in July 2005 and received its Brokering License (Brokering Registration Code K-1117) from the Department of State in August 2005.

At that time, The Grace Group then submitted an application to engage in "Brokering Activities." This application is currently under review by the Department of State. The C-130 aircraft are subject to ITAR regulations and the re-export of these articles from Saudi Arabia to another foreign destination requires written authorization from the U.S. Department of State, Directorate of Defense Trade Controls.

I have engaged two law firms to represent the Grace Group LLC in this matter: Roy Morris of Carr, Morris & Graeff, P.C. (general counsel) and Jim Reed and Phil Rhoads of Rhoads & Reed PLLC (ITAR counsel).

We are trying to determine the status of the Grace Group LLC submission to State. It was indicated to Mr. Reed today, that the submission remains under review, "...has been referred to another office at State and will not be issued this week." No other information was forthcoming.

It would be very helpful to know the status of this submission and to know how the process can be moved along. President Bongo raised this matter with you directly many months ago and he is very interested in a timely resolution.

These types of aircraft are in great demand and any further delay in this process could greatly impair this purchase.

Mr. Reed has suggested that a call from you or Col. Kringel to Mike Dixon, DDTC Managing Director, (202) 663-2798 and to Mel Zerden, Team Leader, DTCL, (202) 663-2726 to determine the status of this submission would be most helpful and may speed the approval process. At very least, the information gained from such a call would allow me to advise President Bongo accordingly.

I thank you very much for your consideration of this timely matter.

Very best,

Jeff Birrell
(202) 716-2000

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 679

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00203 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.725

The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

January 31, 2006

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

Office of Defense Trade Controls Compliance
Compliance & Registration Division
Bureau of Political-Military Affairs
U.S. Department of State
2401 E Street, N.W., Suite 1304
Washington, D.C. 20522

Re: Annual ITAR Section 129.9 Brokering Report;
The Grace Group; PM/DTC No. K-1117

Dear Sir or Madam:

Pursuant to Section 129.9 of the International Traffic in Arms Regulations (ITAR), The Grace Group hereby reports that it had no brokering activities during calendar year 2005.

During 2005, The Grace Group did submit to the Directorate of Defense Trade Controls (DDTC) a request for approval of brokering activities related to a possible transfer of certain C-130 cargo aircraft from the Government of the Kingdom of Saudi Arabia to the Gabonese Republic (Case No. BA-L0061-05). A member of The Grace Group met in 2005 with officials of the Royal Saudi government in Riyadh to develop information required to prepare and submit that request for brokering authorization. The Grace Group's request for brokering authorization was subsequently approved by DDTC on January 17, 2006.

Should you require additional information regarding this report, please contact the undersigned at (703) 821-0858.

Sincerely,

Jeffrey C. Birrell
President & Senior Managing Member

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 680

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00204 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.726

The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor
Washington, D.C. 20007
(T) 202-625-8360
(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

January 25, 2007

Office of Defense Trade Controls Compliance
Compliance & Registration Division
Bureau of Political-Military Affairs
U.S. Department of State
2401 E Street, N.W., Suite 1304
Washington, D.C. 20522

Re: Annual ITAR Section 129.9 Brokering Report;
The Grace Group; PM/DTC No. K-1117

To Whom It May Concern:

Pursuant to Section 129.9 of the International Traffic in Arms Regulations (ITAR), The Grace Group hereby submits this report on its brokering activities during calendar year 2006.

During 2006, The Grace Group acted as a broker in a transaction involving the transfer of certain C-130 cargo aircraft from the Government of the Kingdom of Saudi Arabia to the Gabonese Republic. The Grace Group's brokering activities in this transaction were authorized by the Directorate of Defense Trade Controls under Case No. BA-L0061-05, approved on January 17, 2006. The Grace Group has acted as an intermediary between the Government of Saudi Arabia and the Government of Gabon to facilitate agreement on the commercial terms of this transaction. In addition, The Grace Group assisted the Government of Saudi Arabia in preparing, submitting and securing approval of a request for reexport authorization for these C-130 aircraft. The reexport authorization was approved by the Directorate of Defense Trade Controls in Case No. GC 0247-06, dated August 24, 2006. Transfer of the aircraft from Saudi Arabia to the Republic of Gabon has not yet occurred.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 681

GRACE 0723

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00205 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.727

Aside from the activities authorized under BA-L0061-05, The Grace Group has engaged in no other brokering activities during the year 2006.

Should you require additional information regarding this report, please contact the undersigned.

Sincerely,

Jeffrey C. Birrell
President &
Senior Managing Member

Cc: James Reed, Esq.
Rhoads & Reed, PPLC.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00206 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.728

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LLC-1016
(07/06)

STATEMENT OF CHANGE OF REGISTERED OFFICE
AND/OR REGISTERED AGENT

1. Limited Liability Company's Name: Limited Liability Company's SCC ID#: [redacted]

The Grace Group, LLC

2. Registered agent's name and registered office address currently on record with the SCC:

~~DIANE DUFFY~~

1239 BEVERLY RD

MCLEAN, VA 22101-0000

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Fully complete items 3, 4 and 5, even if some information remains unchanged.

3. After this statement is filed with the Commission, the name of the company's registered agent and address of its registered office in VIRGINIA, including the street and number, if any, will be:

JEFFREY CLARKE BIRRELL

4. The registered agent named in item 3 is **(mark appropriate box):**

(A) an individual who is a **resident of Virginia** and

☒ a member or manager of the limited liability company.
☐ a member or manager of a limited liability company that is a member or manager of the limited liability company.
☐ an officer or director of a corporate member/manager of the limited liability company.
☐ a general partner of a general or limited partnership that is a member or manager of the limited liability company.
☐ a trustee of a trust that is a member of the limited liability company.
☐ a member of the Virginia State Bar.

OR

(B) ☐ a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

5. Locality of VIRGINIA registered office:

(A) Current registered office locality: **FAIRFAX COUNTY**

(B) Registered office locality after this statement is filed: ☐ county or ☐ city of _____.

6. After the foregoing change(s) is (are) made, the limited liability company will be in compliance with the requirements of § 13.1-1015 of the Code of Virginia.

7. (A) Executed in the name of the limited liability company by:

[signature] (signature) JEFFREY BIRRELL (printed name and title (e.g., manager or member)) 10/21/07 (date)

CHECK IF APPLICABLE (see instructions):

☒ The person signing this document on behalf of the limited liability company has been delegated the right and power to manage the company's business and affairs.

(The statement must be executed in the name of the limited liability company by any manager or other person who has been delegated the right and power to manage the business and affairs of the limited liability company, or if no managers or such other persons have been selected, by any member of the limited liability company.)

OR

(B) *(May be used in lieu of (A) only for the circumstances set forth in the Instructions.)*

The undersigned registered agent declares that a copy of this statement has been mailed to the limited liability company named in item 1, above.

_____ (date) _____)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 682

GRACE 1110

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00207 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.729

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[redacted]

MAIL THE ENCLOSED FORM TO:

JEFF BERRELL
1239 BEVERLY RD
MCLEAN, VA 22101

INSTRUCTIONS FOR COMPLETING ENCLOSED FORM LLC-1016

The law requires that the information supplied in this statement be on the form that is prescribed and supplied by the Commission. The statement must be in the English language, presented on uniformly white, opaque paper, and be typewritten or printed in black, legible and reproducible, and free of visible watermarks and background logos.

Item 3. The limited liability company may not serve as its own registered agent.

The address of the registered office, which must be identical with the registered agent's business office **must** be located in **VIRGINIA** and must include a street number and name, except that a rural route and box number may be used only if no street address is associated with the location of the registered office; a post office box is only acceptable for towns/cities that have a population of 2,000 or less if no street address or rural route and box number is associated with the location of the registered office.

Item 4. Check one of the boxes to indicate the qualification of the registered agent. The registered agent must meet one of the qualifications listed.

Item 5. (B) Set forth the name of the county or independent city in which the registered office is physically located. Counties and independent cities in Virginia are separate local jurisdictions.

Item 7. (A) The statement must be signed by a manager or other person who has been delegated the right and power to manage the business and affairs of the limited liability company, or if no managers or such other persons have been selected, by any member of the limited liability company, or if the limited liability company has been formed without any managers or members and no members have been admitted, by an organizer, or if the limited liability company is in the hands of a receiver, trustee or other court-appointed fiduciary, by that fiduciary. See § 13.1-1003 of the Code of Virginia.

IMPORTANT: If the statement is being signed by a person, other than a manager or member, who has been delegated the right and power to manage the business and affairs of the limited liability company, the box below the signature area must be marked. The delegation of the right and power to manage the business and affairs of the limited liability company will not be inferred from execution of the statement by a person with the title of "president" or other officer of the limited liability company.

(B) If the current registered agent has changed his/her/its name or business office address to a different location in Virginia, or has merged into an entity that is qualified to serve as a registered agent, the registered agent or surviving entity is the only person who is required to sign this statement.

It is a Class 1 misdemeanor for any person to sign a document he or she knows is false in any material respect with intent that the document be delivered to the Commission for filing. See § 13.1-1006 of the Code of Virginia.

Submit the original, signed statement to the Clerk of the State Corporation Commission, P.O. Box 1197, Richmond, Virginia 23218-1197, (Street address: 1300 East Main Street, Tyler Building, 1st Floor, Richmond, Virginia 23219). If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

DO NOT RETURN THIS INSTRUCTION PAGE FOR FILING

GRACE 1111

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00208 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.730

The Grace Group, LLC
1239 Beverly Road
McLean, Virginia 22101
T/F (703) 821-0850
Email: GraceGroupLLC@AOL.COM

August 18, 2005

Mr. Peter C. Berry
Director, Office of Defense Trade Controls Licensing
Directorate of Defense Trade Controls
Bureau of Political Military Affairs
U.S. Department of State
Washington, DC 20522-0112

SUBJECT: Prior Approval Request for Brokering Activity; The Grace Group LLC
REGISTRATION CODE: K-1117

Dear Mr. Berry:

The Grace Group LLC ("Grace Group") hereby requests Prior Approval (License) for brokering activity pursuant to the requirements of Section 129.7 (c) and (d) of the International Traffic in Arms Regulations (ITAR). I am an Empowered Official of Grace Group, qualified to serve in this capacity under 22 CFR 120.25.

The transaction for which Grace Group seeks prior approval is the brokering of a sale from Saudi Arabia to Gabon of two C-130E aircraft. Six such planes, currently located in Saudi Arabia, will be sold by the Saudi government to Hoover Aviation, who in turn will sell two of them to an end-user in Gabon. Grace Group must act quickly in order to arrange the purchase of these two aircraft for our client, Delta Synergie, a Gabon corporation.

Grace Group understands that this approval would authorize only its brokering activities in respect of these two aircraft and that separate approval from DTCL will be required to authorize the export of these aircraft from Saudi Arabia to Gabon. Hoover Aviation will be the exporter from Saudi Arabia to Gabon.

The parties involved are

- The Seller: Hoover Aviation, Inc. Alan D. Hoover, President.
  21 Shetland Isle, Sugar Land, TX 77479

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 683

GRACE 0614

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Hoover Aviation will purchase six C-130Es from the Saudi government in order to resell them. The two planes for which Grace Group intends to act as broker on behalf of Delta Synergie are in Saudi Arabia and will be flown directly to Gabon after purchase.

- The Purchaser: Delta Synergie, Société Anonyme (a Gabon Corporation)
  Boulevard de L'Independence, BP. 1879
  Libreville, Gabon
  Administrateur Directeur General: Henri-Claude Oyima

  Delta Synergie is a privately-owned Gabon company that is owned in part by Gabon's head of state. It is a cargo and freight company that has been established to develop an intra-Gabonese trade and distribution network.

- The Unclassified Defense Articles: two C-130E aircraft manufactured by Lockheed Martin. USML Category VIII (a) fixed wing aircraft. These C-130E aircraft are not equipped with any armaments and have no offensive capability. Designed for use as an intra-theater cargo aircraft, these aircraft are currently equipped with a roller cargo system and have parachute rigging capabilities. The aircraft are equipped with avionics appropriate for IFR flight.

- Value: We do not know the exact price of the two planes that we are trying to buy. The total tender offer for all six planes available is about $36 million. Grace Group expects to pay something close to $5 to $5.5 million per plane.

- End Use and End User: The aircraft are to be used by Delta Synergie primarily for the in-country transportation of goods within Gabon. Gabon has an underdeveloped road network infrastructure, but the country has a system of air hubs with short, paved runways. The C-130s are ideal for carrying heavy cargo and short landing/takeoffs. Delta Synergie expects this will be the primary role of these aircraft, but they may also be used to support regional trade as well.

In compliance with 22 CFR 126.13, I hereby state that I am an authorized senior official of The Grace Group, LLC and furthermore that:

(1) Neither the applicant or the chief executive officer, president, vice-presidents, other senior officers or officials (e.g., comptroller, treasurer,

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general counsel) or any member of the board of directors is the subject of an indictment for or has been convicted of violating any of the U.S. criminal statutes enumerated in §120.27 of this subchapter since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976);

(2) Neither the applicant or the chief executive officer, president, vice-presidents, other senior officers or officials (e.g., comptroller, treasurer, general counsel) or any member of the board of directors is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from, any agency of the U.S. Government;

(3) To the best of the applicant's knowledge, no party to the export as defined in §126.7(e) has been convicted of violating any of the U.S. criminal statutes enumerated in §120.27 of this subchapter since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976), or is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from any agency of the U.S. government; and

(4) The natural person signing this request for approval is a citizen of the United States.

Should you have any questions regarding this request for brokering authorization, please contact the undersigned at (703) 821-0850.

Sincerely,

Jeffrey C. Birrell
Managing Member and Empowered Official

Faxed copy to:
Mr. Mal Zerden
Team 5 Leader
Office of Defense Trade Controls Licensing
U.S. Department of State

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CARR, MORRIS & GRAEFF, P. C.
ATTORNEYS AT LAW
1120 G STREET, N. W.
SUITE 930
WASHINGTON, D. C. 20005-3801
202-789-1000
FAX 202-628-3834

PHILIP M. SCHWARTZ
202-628-2998
E-MAIL: PSCHWART@CMGPC.COM

ATTORNEYS ADMITTED IN
DC MD VA NY NJ FL

3312.02

August 31, 2005

Via Fax 281-980-5212
Alan D. Hoover
Hoover Aviation, Inc.
21 Shetland Isle
Sugar Land, Texas 77479

Re: The Grace Group, LLC

Dear Mr. Hoover:

Please accept this correspondence, written on behalf of the Grace Group, LLC's client, as formal notification of the termination of all business dealings relating to efforts to purchase C-130 aircraft.

Should you have any questions concerning this matter, please contact me or Roy Morris of this office.

Very truly yours,

Philip M. Schwartz

cc: The Grace Group, LLC

Permanent Subcommittee on Investigations
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The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GraceGroupLLC@AOL.COM
(E)JCBIRRELL@AOL.COM

September 15, 2005

Mr. Peter C. Berry
Director, Office of Defense Trade Controls Licensing
Directorate of Defense Trade Controls
Bureau of Political Military Affairs
U.S. Department of State
Washington, DC 20522-0112

SUBJECT: Amended Request for Prior Approval of Brokering Activity;
The Grace Group LLC; Case No. L0039-05
REGISTRATION CODE: K-1117

Dear Mr. Berry:

On August 18, 2005, The Grace Group LLC ("Grace Group") submitted a request for Prior Approval (License) of brokering activity pursuant to Section 129.7 (c) and (d) of the International Traffic in Arms Regulations (ITAR). The purpose of this letter is to advise DDTC of a material change in the information provided in support of that request.

Our original request for brokering authorization indicated that Hoover Aviation, Inc. would purchase the C-130 aircraft from the Saudi Arabian government and, in turn, would be the seller in the transaction the Grace Group intends to broker. Now, Hoover Aviation is no longer a party to this transaction, and the seller will be the government of Saudi Arabia.

Accordingly, our original request for brokering authorization is amended only as follows:

- The Seller: The Government of Saudi Arabia.
  Contact: H.H. Prince Abdurrahman Al Faisal
  Royal Saudi Air Force Commander
  P.O. Box 450
  Riyadh 11411
  Kingdom of Saudi Arabia

Permanent Subcommittee on Investigations
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GRACE 0601

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Mr. Peter C. Berry
September 15, 2005
Page 2

The two C130E aircraft for which Grace Group intends to act as broker on behalf of Delta Synergie are in Saudi Arabia and will be flown directly to Gabon after purchase.

- The Purchaser: Delta Synergie, Société Anonyme (a Gabon Corporation)
  Boulevard de L'Independence, BP. 1879
  Libreville, Gabon
  Administrateur Directeur General: Henri-Claude Oyima

Delta Synergie is a privately-owned Gabon company that is owned in part by Gabon's head of state. It is a cargo and freight company that has been established to develop an intra-Gabonese trade and distribution network. Delta Synergie will take title and possession of the two C130E aircraft in Saudi Arabia. In accordance with guidance we receive from DDTC, Delta Synergie will be responsible for obtaining all necessary documents from the Saudi government which may be required for re-export authorization -- from Saudi Arabia to Gabon.

There are no other changes to our original request for brokering authorization, dated August 18, 2005.

Should you have any questions regarding this request for brokering authorization, please contact the undersigned at (703) 821-0850 or on cell at (202) 716-2000.

Sincerely,

Jeffrey C. Birrell
Sr. Managing Member and Empowered Official

Faxed copy to:
Mr. Mal Zerden
Team 5 Leader
Office of Defense Trade Controls Licensing
U.S. Department of State

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Delta Synergie

October 13, 2005

Mr Peter C. BERRY
Director, Office of Defence Trade Controls Licensing
Directorate of Defence Trade Controls
Bureau of Political Military Affairs
U.S. Department of State
Washington, DC 20522-0112

Subject: Request for Reexport Authorization
for C-130 E Aircraft from Saudi Arabia to Gabon;
Delta Synergie

Dear Mr Berry,

Pursuant to Sections 123.9© and 123.1 of the International Traffic In Arms Regulations (ITAR), please find enclosed an original and six copies of a request for authorization to reexport two C-130E aircraft from Saudi Arabia to Gabon. The request is submitted by Delta Synergie, a Gabon corporation. I Administrateur Directeur Général (CEO) of Delta Synergie with authority to conduct this transaction on behalf of the company.

Summary of the Transaction

Delta Synergie, a privately-owned Gabon company owned in part by Gabon's Head of State (in his private capacity) has agreed to purchase two C-130 E cargo from Royal Saudi Air Force (RSAF), which we believe were previously exported from the United States to Saudi Arabia directly too Gabon, where they will be used by Delta Synergie principally for the in-country transportation of goods within Gabon.

Authorization for previous Export from the United States

Delta Synergie is not aware of specific authorization that provided the basis for the original export of these two aircraft from the United States. However, we are seeking to obtain from either the Saudi government or from Lockheed Martin, the aircraft manufacturer, documents related to the original export of these aircraft to Saudi Arabia.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 687

GRACE 0593

SIÈGE SOCIAL : BOULEVARD DE L'INDÉPEN
SOCIÉTÉ ANONYME AU CAPITAL D

74.08.94 - TÉLEX : 5265 GO

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Delta Synergie

In compliance with 22 CFR 126.13, I hereby state that I am an authorized senior official of Delta Synergie and furthermore that:

1. Neither the applicant or the chief executive officer, president, vice-presidents, other senior officers or officials (e.g., comptroller, treasurer, general counsel) or any member of the board of directors is the subject of an indictment for or has been convicted of violating any of the U.S. criminal statutes enumerated in § 120.27 of this subchapter since the effective date of the Arms Export of this Control Act, Public Law 94-329, 90 Stat. 729(June 30, 1976);

2. Neither the applicant or the chief executive officer, president, vice-presidents, other senior officers or officials (e.g., comptroller, treasurer, general counsel) or any member of the board of directors is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from, any agency of the U.S. Government; and

3. To the best of the applicant's knowledge, no party to the export as defined in § 126.7 (e) has been convicted of violating any of the U.S. criminal statutes enumerated in § 120.27 of this subchapter since the effective date of the Arms export Control Act, Public Law 94-329,90 Stat.729 (June 30, 1976), or is ineligible to contract with, or to receive a license or other approval to import defense articles or defenseservices from, or to receive an export license or other approval from any agency of the U.S. government.

4. The natural person signing this letter is a citizen of Gabon appointed as the Administrateur Directeur Général (CEO) of Delta Synergi, a Gabonese corporation.

Furthermore, although Delta Synergie is not an "applicant" as defined in ITAR part 130.2, I hereby certify as follows: Neither the applicant nor its vendors have paid, or offered to pay, in respect of any sale for which a license of approval is requested, political contributions, fees or commissions in amounts specified in 22 CFR 130.9 (a).

Description, Quantity and Value of the Defense Articles

These two C-130 E cargo aircraft, manufactured by Lockheed Martin, are USML Category VIII (a) fixed wing aircraft. The RASF tail numbers are 476 and 479. The Lockheed production numbers are 4396 and 4304 respectively.

These aircraft are not equipped with any armaments and have no offensive capability. These are designed for use as an intra-theatre cargo aircraft and are currently equipped with a roller cargo system and have parachute rigging capabilities. Both aircraft are equipped with an avionics package appropriate for IFR flight.

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Delta Synergie

Subject to the receipt of this reexport authorization from the US government, Delta Synergie has agreed with the Saudi government to purchase two aircrafts. {See TAB A.}

New End-user and New End-Use

Delta Synergie is a privately-owned Gabon corporation held, in part, by Gabon's head of state in his private capacity. We are a cargo and freight company established to develop an intra-gabonese trade and distribution network.

Gabon has an underdeveloped road network infrastructure, but the country has a system of air hubs with short, paved runaways. The C-130 aircraft are ideal for transporting heavy loads and for short takeoffs and landings at Gabon's airfields. Delta Synergie expects this will be the primary role of these aircraft, although they may also be used to support regional trade as well.

Delta Synergie understands that fixed-wing aircraft are designated as Significant Military Equipment (SME) under USML Category VIII, and we are aware of the restrictions on end use and reexport of such aircraft. A fully executed DSP-83 Nontransfer and Use Certificate will be forthcoming. (See TAB B)

Should you have any questions regarding this request for reexport authorization, please contact the undersigned.

Sincerely,

Henri Claude OYIMA
Administrateur Directeur Général

Attachments :
TAB A - Letter of Intent
TAB B – DSP-83 nontransfer and Use Certificate

Copy to
Mr Max Zerdén
Team 5 leader
Office of Defense trade Controls Licensing
U.S. Department of State

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Please deliver to El Hadj Abass Haidara

TO: El Hadj Abass Haidara

FROM: Jeff Birrell

DATE: July 18, 2005

Dear Imam:

I have been in touch with the title service for the c-130s. (Insured Aircraft Title Service, Inc.)

I have obtained an escrow kit and understand this process. Please advise if El Hadj has designated a lawyer to conduct this transaction.

I think with a lawyer and with the title company (and the two of us watching the funds) we can conduct this purchase without any problems.

Jeff

Permanent Subcommittee on Investigations
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Not used

Sample Agreement

XX NOVEMBER 2007

AIRCRAFT PURCHASE AGREEMENT

Relating to C130 Aircraft,

Manufacturer's Serial Numbers XXXX

THIS AGREEMENT, including the attached Schedules A, B, and C is made and entered into as of this ____ day of November, 2007, by and between XXXXXXXXXX (hereinafter referred to as the "**Seller**"), and (i) **XXXXXXX**, having its principal place of business in XXXXXXXXXX (the foregoing (i) and (ii) hereinafter referred to, collectively, as the "**Buyer**").

WITNESSETH:

WHEREAS, Seller desires to sell and Buyer desires to purchase, in accordance with the terms and conditions of this Agreement, the Aircraft (as defined below).

NOW, THEREFORE, Seller and Buyer (hereinafter referred to collectively as the "**Parties**") hereby agree as follows:

ARTICLE I

SUBJECT MATTER OF SALE

1.1 Aircraft and Records. Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, at the Delivery Time (as defined below), one (1) Saab 340A aircraft with Manufacturer's Serial Number 340A-009, together with the related engines, avionics and propellers, all as more particularly described in Schedule A attached hereto (the "**Aircraft**"), together with all log books, maintenance manuals and flight manuals in Seller's possession ("**Records**").

ARTICLE II

PURCHASE PRICE AND PAYMENT TERMS

2.1 Purchase Price. The purchase price of the Aircraft shall be XXXXXX US Dollars ($XXXXXX) (the "**Purchase Price**"). Upon execution hereof, the Buyer shall pay the Purchase Price in the manner set forth in Section 2.3 below.

2.2 Form of Payment. ESCROW.

a) Buyer and Seller agree to a 50/50 split of escrow fees,
b) Insured Aircraft Title Service ("IATS") will be acting as Escrow Agent for the closing and final transfer of all funds to all parties to this Agreement. IATS's address

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is 4848 SW 36th, Oklahoma City, Oklahoma 73179, telephone number 800-654-4882, facsimile number 405-681-9299, Agent: Joan Roberts.

Wiring instructions to Insured Aircraft Title Services (IATS) are:
International Bank of Commerce
3601 Northwest 63rd
Oklahoma City, Oklahoma 73116
ABA # [redacted]
Credit: Insured Aircraft Title Service, Inc.
Account # [redacted]
Reference: [redacted]
Phone Advise: Joan Roberts

[redacted] = Redacted by the Permanent Subcommittee on Investigations

2.3 CLOSING.

a) Closing of this transaction shall occur within five (5) business days following the completion of the terms and conditions stated in this document, unless otherwise agree to by both parties.
b) Seller shall deliver a properly executed FAA Bill of Sale and Release of Lien(s) to Escrow at time of closing ensuring free, clear and marketable title to the Aircraft.
c) Upon closing, Buyer shall pay to Seller the entire purchase price as set forth in 2 of this Agreement by wire transfer or other acceptable means as determined between Buyer and Seller provided Seller has paid the inspection facility for the agreed upon services prior to Closing.

2.4 Taxes. Seller hereby indemnifies and agrees to hold each of Seller and Owner Participant, together with their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, successors and assigns (collectively, the **"Seller Indemnitees"**) harmless for, from and against any and all taxes, duties, tariffs or other similar levies arising out of the sale and delivery of the Aircraft, or the ownership, use, maintenance, repair, modification, storage, operation or disposition of the Aircraft after the Delivery Time, imposed by any jurisdiction.

ARTICLE III

DELIVERY AND ACCEPTANCE

3.1 Tender of Aircraft for Delivery. Provided that Buyer has performed all of its obligations hereunder to be performed prior to the Delivery Time, Seller shall tender the Aircraft for delivery to Buyer at XXXX. or such other location as the Parties may mutually agree (the **"Delivery Location"**) on XXXXXX or such other date as mutually agreed by the Parties (the **"Scheduled Delivery Date"**).

3.2 Buyer's Acceptance. At or before the Delivery Time, the following documents shall be delivered to the escrow agent IATS with instructions to file the Deregistration Request and deliver the Bill of Sale (as defined below) upon verification from Seller that the

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Memorandum of Delivery has been executed and delivered and the Purchase Price has been received:

(i) a Bill of Sale in the form of Schedule C hereto, duly executed by Seller in favor of Buyer (the "**Bill of Sale**"); and

(ii) the Deregistration Request. The aircraft will be de-registered with the FAA upon confirmation by Seller that (A) all amounts due to Seller have been received.

At the Delivery Time, Seller shall instruct the Escrow Agent to release to Buyer, and the Parties shall authorize the Escrow Agent to (i) cause the Deregistration Request to be filed with the FAA by McAfee & Taft ("**Special FAA Counsel**") and (ii) to deliver the Bill of Sale to Buyer. At the Delivery Time, title to the Aircraft shall pass from Seller to Buyer and all risk of loss or damage to the Aircraft shall thereafter be borne by Buyer. Buyer's delivery of the Memorandum of Delivery shall be conclusive as to the compliance of the Aircraft with the terms of this Agreement and Buyer's acceptance thereof.

3.3 Failure of Buyer to Accept Aircraft at the Delivery Time. If the Aircraft is tendered to Buyer in the Required Condition on the Scheduled Delivery Date and the Delivery Time does not occur within one (1) day of the Scheduled Delivery Date due to Buyer's failure to accept the Aircraft, this Agreement shall automatically terminate, and Seller shall retain the full amount of the Purchase Price paid by Buyer as liquidated damages. In the event this Agreement is so terminated, Buyer shall have no further rights under this Agreement and no further interest in any amounts previously paid hereunder, the Aircraft or any part thereof.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the XXXXXXX. Seller has the full power, authority and legal right to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance have been duly authorized by all necessary action of Seller, are not inconsistent with the articles of association or by-laws of Seller, do not violate any provision of any law, rule or regulation applicable to Seller, or any judgment or order binding on Seller, and do not contravene any provision of, or constitute a default under, any material indenture, mortgage, contract, or other instrument to which Seller is a party or by which it or its properties are bound;

(b) This Agreement has been duly authorized, executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy,

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meratorium or principles affecting creditors' rights generally, whether determined in a court of law or at equity;

(c) At the time of the sale and delivery of the Aircraft to Buyer (i) Seller will have good and sufficient legal and beneficial title to such Aircraft and full power and authority and legal right to transfer such title to Buyer in accordance with this Agreement, and (ii) such Aircraft will be free and clear of any liens, charges or other encumbrances; and

4.2 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of XXXXX. Buyer has the full power, authority and legal right to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance have been duly authorized by all necessary action of Buyer, are not inconsistent with the certificate of incorporation or by-laws of Buyer, do not violate any provision of any law, rule or regulation applicable to Buyer, or any judgment or order binding on Buyer, and do not contravene any provision of, or constitute a default under, any material indenture, mortgage, contract, or other instrument to which Buyer is a party or by which it or its properties are bound;

(b) This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, meratorium or principles affecting creditors' rights generally, whether determined in a court of law or at equity;

ARTICLE V

MISCELLANEOUS

5.1 Notices. All notices required under the terms and provisions hereof shall be in writing, and any such notice shall become effective when delivered by overnight courier or messenger or, if in the form of a telex or telecopier, when received. Any such notice shall be addressed as follows:

if to Buyer: XXXXXXX

if to Seller: XXXXXXX

XXXXXXXX

or to such other notice address as either party may from time to time hereafter designate in writing to the other.

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5.2 Assignment. Neither Buyer nor Seller may assign or transfer any of its respective rights or obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.

5.3 Scope of Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the purchase and sale of the Aircraft and supersedes all other communications, representations, or agreements, either oral or written, between the Parties.

5.4 Modification of Agreement. This Agreement may not be changed or modified except by an instrument in writing executed subsequent to the date hereof by authorized representatives of both Parties.

5.5 Section Headings. Section headings used herein are merely descriptive and used for convenience only. No amplification or limitation or language contained in a particular section shall be implied from the section heading thereof.

5.6 Governing Law and Forum. This Agreement shall be construed and interpreted in accordance with the laws of the XXXXXX. Any judicial proceeding with respect to this Agreement may be brought in any court of competent jurisdiction in XXXXX, and, by execution and delivery of this Agreement, each Party (a) accepts, generally and unconditionally, the nonexclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each Party agrees that service of copies of the summons and complaint and any other process which may be served in any such action or proceeding may be made by certified or registered mail, return receipt requested, to such Party at its address specified on the signature page hereof. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either Party to bring proceedings against the other in the courts of any other jurisdiction. BUYER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

5.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which collectively shall constitute one agreement.

5.8 Casualty Loss Prior to Delivery Time. If an Aircraft is lost, destroyed (whether actually or constructively) or damaged beyond repair prior to the Delivery Time due to any cause whatsoever, Seller shall promptly notify Buyer in writing and this Agreement shall terminate without liability or obligation of either party, other than the obligation of Seller to return the Purchase Price previously paid by Buyer. The proceeds of insurance, if any, relating to such loss, destruction or damage shall be payable solely to Seller.

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5.9 Excusable Delay. Seller shall not be responsible for Seller's failure or delay in delivery of the Aircraft due to any cause beyond Seller's control and not occasioned by Seller's fault or negligence.

5.10 Expenses. Each party shall bear its own expenses (including, without limitation, legal fees and costs) incurred in connection with the negotiation, preparation, execution and consummation of the transactions contemplated by this Agreement, except that Seller shall be responsible for, and shall pay, the fees and costs of Special FAA Counsel incurred in connection herewith.

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[Aircraft Purchase Agreement (034)]

IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be duly executed as of the day and year first above written.

SELLER:	**BUYER:**
XXXXXXXXXXX	**NORSE SAAB 340A LIMITED**
By:_____	By:_____
Name:	Name:
Title:	Title:

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[Aircraft Purchase Agreement (034)]

SCHEDULE B

MEMORANDUM OF DELIVERY

Receipt is hereby acknowledged on behalf of XXXXXX ("**Buyer**"), of delivery to it by XXXXXXXXXX ("**Seller**") on this the ___ day of _____, 2006, in XXXXX, of one (1) Saab XXXXX, Manufacturer's Serial Number XXXXX (together with the related engines, avionics, propellers and Records, as defined more fully described in the below-defined Purchase Agreement, collectively, the "**Aircraft**") in accordance with the terms of that certain Aircraft Purchase Agreement between Buyer and Seller dated the ___ day of _____, 2007 (the "**Purchase Agreement**"). Buyer (i) represents and warrants that it has been given full opportunity to make a suitable, appropriate and complete inspection of the Aircraft, (ii) agrees that the Aircraft is, in all respects, in the Required Condition for all purposes under the Purchase Agreement and (iii) hereby irrevocably accepts the Aircraft from Seller. Capitalized terms used but not defined herein shall bear the meaning assigned to such terms in the Purchase Agreement.

Signed for and on behalf of:

XXXXXX

By:_____
Name:
Title:

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568401.748

1320 Old Chain Bridge Road, McLean, Virginia, 22101
Phone: (703) 356-2265 Fax: (703) 356-3729

August 31, 2005

Mr. Jeffrey Birrell
The Grace Group
1239 Beverly Road
McLean, VA. 22101-2802

Dear Mr. Birrell:

In regard to our conversation this date with you regarding the funds in your account #4389-9095 The Grace Group LLC Client Escrow Account. We wish to confirm that the balance in the account, currently 10 million plus, is available for the purchase of the C-1 30 Aircraft.

We have this date faxed a copy of this letter to El-Hadj Abass Haidara, Cherif in Jordan, Saudi Arabia, per your request.

We trust this information is that which you desire. If there are any further questions, please feel free to contact the undersigned.

Sincerely,

C. Gardner
Asst. Branch Manager

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 690

TOTAL P.02

GRACE 0613

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568401.749

The Grace Group, LLC
1239 Beverly Road
McLean, Virginia 22101
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GraceGroupLLC@AOL.com
United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

September 4, 2005

Brigadier General Hamid Bakhsh, (Ret.)
P.O. Box 2566
Riyadh 11461
The Kingdom of Saudi Arabia

Dear General Bakhsh:

It has been a pleasure to receive your introduction through the kind efforts of The Imam, El Hadj Abass Haidara Cherif.

Please review the following documentation pursuant to our discussions regarding the purchase of the six (6), C-130E aircraft. I trust that you will forward our tender to H.H. Prince Abdurrahman Al Faisal and the other correspondence to the Chief of Air Logistics.

As we discussed by telephone, I will have my lawyer review the "Agreement for Services" documentation that you have proposed. However, please be assured that, in principle, we agree with the 8 percent commission and that we can have a further, good faith discussion on this matter in the coming days.

I very much look forward to working with you and The Imam Abass on this important project and I thank you for your time and assistance.

Very sincerely yours,

Jeffrey C. Birrell
President and Senior Managing Member

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 691

GRACE 0605

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00228 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
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The Grace Group, LLC
1239 Beverly Road
McLean, Virginia 22101
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GraceGroupLLC@AOL.com

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

September 4, 2005

Royal Saudi Air Force
Chief of Air Logistics
Riyadh
Kingdom of Saudi Arabia

Dear Sir:

The Grace Group, LLC hereby offers a formal submission to purchase two (2) of the noted C-130E aircraft for $4.3 million each, in cash.

In addition, The Grace Group, LLC hereby offers a formal submission to take a three month option for the four (4) additional C-130E aircraft for $4.5 million each.

This option will allow the Royal Saudi Air Force to receive two (2) Cessna Citation XLS with "support" or may allow other options.

The Grace Group, LLC very much appreciates the opportunity to participtae in this tender and welcomes your kind assistance in this matter and regard.

Very sincerely yours,

Jeffrey C. Birrell
President and Senior Managing Member

GGLL2005.rsaf.coal.bidLTR.9.04.2005

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568401.751

The Grace Group, LLC
1239 Beverly Road
McLean, Virginia 22101
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GraceGroupLLC@AOL.com
United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

September 4, 2005

H.H. Prince Abdurrahman Al Faisal
The Royal Saudi Air Force Commander
Post Office Box 450, Riyadh 11411
Kingdom of Saudi Arabia

Dear Sir:

I would like to inform Your Highness that as president and senior managing member of The Grace Group, LLC, I have submitted an offer to procure the six (6) C-130E aircraft that the Royal Saudi Air Force (RSAF) wishes to sell. One (1) of these aircraft (#1609) has been seen recently at Prince Sultan Air Base. The other five (5) were at King Abdullah Air Base.

In addition, I would like to make an option for the RSAF to trade in the value offered for the six (6) Lockheed C-130E with two (2) Cessna Citation XLS with "support," or any other equipment that may be required, that the RSAF will procure using our bank guarantee to finance the deal with Walan for the benefit of the RSAF.

The Grace Group, LLC is at Your Highness' disposal in this matter. The Grace Group, LLC assist the Royal Saudi Air Force in any way possible.

In this and in all matters, please accept my best regards.

Very sincerely yours,

Jeffrey C. Birrell
President and Senior Managing Member

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568401.752

AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement"), effective as of September 4, 2005, is by and between Brigadier General (Retired) Hamid Bakhsh, Exec. Manager for Bakhsh Aviation Consultant Offices, 31 Alawsi Street, Almaseef, Riyadh, Saudi Arabia, tel. 00966 1 456 3663 ("Consultant") and The Grace Group, LLC, P.O. Box 6354, McLean, Virginia, U.S.A. tel. 001 703 821 0858 ("Client").

Whereas, Client intends to negotiate for the purchase by its principal(s) of six (6) C-130E cargo airplanes presently owned by the Royal Saudi Air Force ("RSAF"). Client is registered as a broker of defense articles by the U.S. Department of State, Office of Defense Trade Controls Compliance, Broker Code K-1117.

Whereas, Consultant, a retired Royal Saudi Air Force officer, has extensive career experience in aircraft engineering and procurement, and is a respected consultant serving governmental and commercial aviation clients doing business in Saudi Arabia.

Now therefore, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. Services. Consultant will provide comprehensive assistance to Client throughout all phases of the contemplated transaction(s). Such services will include, but not be limited to: identifying potential surplus aircraft available for purchase suitable for Client's principals' needs; liason with RSAF departments and personnel with authority for disposition of such surplus aircraft; advice regarding compliance with RSAF procurement regulations and Saudi law generally; arranging for any necessary inspections of the aircraft; representation of Client in any competitive bidding processes or negotiations; review of the contract for purchase and attendance at the closing; recommendations regarding maintenance and repairs; advice regarding re-registration, painting and transport of the aircraft, and the obtaining of visas for all personnel needing to visit the Kingdom in order to complete any of the above.

2. Payment for Services. The Consultant's fee for all of the above services is contingent on the successful consummation by the Client of the purchase of the aircraft. The fee shall be eight per cent (8%) of the purchase price of all aircraft purchased under this Agreement, payable in stages as follows: one-half at the successful signing of a contract or contracts with the RSAF, and the balance after closing of transfer of title, but before moving the aircraft from RSAF premises. The parties envision that multiple transactions may be required and if so, fees shall be paid as and when each aircraft is successfully contracted for and closed. Payment shall be made either by wire transfer to the account of the Consultant, or by certified cheque issued by a recognized international bank acceptable to Consultant.

3. Expenses. The Consultant will be entitled to reimbursement of all reasonable out-of-pocket expenses incident to the provision of the services, including without limitation travel and entertainment. To the extent that independent contractors are

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 692

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employed to inspect, repair, and transport the aircraft, or perform other technical or professional services related to the transaction, Client will pay those expenses directly or may in lieu thereof, reimburse Consultant for his actual expenses upon submission of proof of such expenses (without markup for overhead).

4. Representations. The Consultant represents and warrants that during the course of this engagement, he will:

a. Use his best efforts to carry out the engagement and keep Client informed of all material developments.

b. Comply with all applicable laws and regulations of the Kingdom of Saudi Arabia, and to the extent such laws may apply to the contemplated transaction(s), of the United States of America;

c. Not make any improper payment to any government official or otherwise cause the Client to be in violation of the United States of America Foreign Corrupt Practices Act, and

d. Maintain the confidence of any confidential or proprietary information to which he may become privy by reason of his relationship to Client.

5. Term. This Agreement is for an indefinite term, commencing on the effective date of this Agreement and continuing until the successful consummation of the transactions contemplated herein. This Agreement may be terminated early by either party, upon notice, with or without good cause, PROVIDED HOWEVER that in the event of a termination by Client without good cause, the Consultant will nevertheless be entitled to the compensation provided for herein, with respect to all transactions consummated with the RSAF within six (6) months after the date of notice of such termination.

6. Arbitration. Any dispute arising hereunder will be settled by mediation, or failing such mediation, by binding arbitration held in Riyadh. This Agreement is made in, and shall be performed in, and shall be governed by the laws of, Saudi Arabia.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first mentioned hereinabove.

Consultant:	Client:
Bakhsh Aviation Consultant Office	The Grace Group, LLC
By:	By:

GRACE 0281

ph44585 on D330-44585-7600 with DISTILLER

568401.754

The Grace Group, LLC
1239 Beverly Road
McLean, Virginia 22101
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GraceGroupLLC@AOL.com
United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

September 4, 2005

Brigadier General Hamid Bakhsh, (Ret.)
P.O. Box 2566
Riyadh 11461
The Kingdom of Saudi Arabia

Dear General Bakhsh:

It has been a pleasure to receive your introduction through the kind efforts of The Imam, El Hadj Abass Haidara Cherif.

Please review the following documentation pursuant to our discussions regarding the purchase of the six (6), C-130E aircraft. I trust that you will forward our tender to H.H. Prince Abdurrahman Al Faisal and the other correspondence to the Chief of Air Logistics.

As we discussed by telephone, I will have my lawyer review the "Agreement for Services" documentation that you have proposed. However, please be assured that, in principle, we agree with the 8 percent commission and that we can have a further, good faith discussion on this matter in the coming days.

I very much look forward to working with you and The Imam Abass on this important project and I thank you for your time and assistance.

Very sincerely yours,

Jeffrey C. Birrell
President and Senior Managing Member

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 692

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Redacted By
Permanent Subcommittee on Investigations

1008

THE GRACE GROUP LLC
CLIENT ESCROW ACCOUNT
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 9/23/2005 56-444/560 951

PAY TO THE ORDER OF Hamid Baksh $ 5000.00

five thousand and 00/100 DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR Advance Commission C-130 Project

⑈001008⑈ [redacted] 004389095⑈ ⑈0000500000⑈

1009

THE GRACE GROUP LLC
CLIENT ESCROW ACCOUNT
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 9/27/2005 56-444/560 951

PAY TO THE ORDER OF Grace Group, LLC $ 18352.36

Eighteen thousand three hundred fifty two - 36/100 DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR 9/27/2005 Sp. Rep. SA Trap C-130

⑈001009⑈ [redacted] 004389095⑈ ⑈0001835236⑈

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 692

GRACE 0056

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00234 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.756

The Grace Group, LLC
P.O. Box 6354
McLean, Virginia 22106-6354
(T/F) 703-821-0858
(C) 202-716-2000
(E) GraceGroupLLC@AOL.com

United States Department of State, ODTCC
Broker Registration Code: K-1117

23 September 2005

General Mohammad Kattoah
Royal Saudi Air Force
Chief of Air Staff Logistics
Riyadh, Kingdom of Saudi Arabia

Dear Sir:

Thank you for your kind consideration of our offer dated 4 September 2005, for the immediate purchase of two (2) C-130E aircraft (#476, #479) for U.S. $4.3 million each, and an option for an additional four (4) C-130E aircraft for $4.5 million each.

After consultation with our consultant General Hamid Baksh, (Ret.) and our principal's representative the Imam, El Hadj Abass Haïdara Cherif, we would like to increase our offer to U.S. $4.6 million each for all six (6) aircraft, or U.S. $27.6 million in the aggregate.

We wish to emphasize the urgency of making the first two (2) airplanes available for the famine relief efforts in the Western Sahara that have been organized by the Imam Abass, his Excellency El Hadj Omar Bongo, President of the Gabonese Republic, and others.

We remain willing to accommodate the request that the proceeds be used by the Royal Saudi Air Force to effect the purchase of other aircraft such as the Cessna Citation XLS.

Finally, we have confirmed with Peter C. Berry, Director of the Office of Defense Trade Controls Licensing, U.S. Department of State, that re-export licenses will be required, and we have already begun the process of obtaining such re-export licenses.

The Grace Group, LLC very much appreciates your kind assistance in this matter.

Very sincerely yours,

Jeffrey C. Birrell
President and Senior Managing Member

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 693

GRACE 0599

ph44585 on D330-44585-7600 with DISTILLER
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568401.757

The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

Document: Background Documentation

Topic: Gabonese Acquisition of Six Lockheed C-130 E Hercules Air Craft
-- Compliance with U.S. Department of State Brokering Proviso --

Distribution: **Confidential**

Date: March 8, 2006

The Government of the Gabonese Republic appointed The Grace Group, LLC, at the above address, and physically located at 1101 30th Street, Suite 310, Washington, D.C. 20007, Telephone: (202) 625-8360 Fax: (202) 625-8361, as its "Broker" for the acquisition of two (2) Lockheed C-130 B/E Hercules air craft.

On July 29, 2005, The Grace Group, LLC filed a "Statement of Registration" with the U.S. Department of State. In due course, The Grace Group, LLC was provided a Brokering Registration Code: K-1117.

Pursuant to Section 129.9 of the International Traffic in Arms Regulations (ITAR), The Grace Group, LLC filed an annual Brokering Report with the Office of Defense Trade Controls Compliance (DDTC), U.S. Department of State, and is otherwise in full compliance with all U.S. laws and regulations regarding to its brokering activities.

In September 2005, members of The Grace Group, LLC, and the firm's legal counsel, traveled to Saudi Arabia and met with senior officials of the Royal Saudi Air Force (RSAF) to discuss the availability of its C-130 air craft. It was determined that the RSAF had six (6) C-130 B/E air craft for sale and that these air craft were to be offered as a complete set of six.

In October 2005, The Grace Group, LLC applied to the U.S. Department of State for re-export of all six of the C-130 air craft from the RSAF to a private concern in Gabon. This re-export request (BA L0039-05) was "Denied and Returned" on the basis of, "Commercial ownership...is inconsistent with the provisions of the Arms Export Control Act."

Permanent Subcommittee on Investigations
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In response, a modified Brokering Request was submitted to the Department of State and noted that the request was for a government-to-government transfer of the six C-130 air craft. On November 14, 2005, a "Prior Approval Application" was made for a government-to-government re-export. On January 17, 2006, Case BA-L0061-05 was approved by the Department of State.

In February 2006, members of The Grace Group, LLC returned to Saudi Arabia and obtained a signed and official "Re-export Request" from the Commander of the Royal Saudi Air Force.

On February 23, 2006, the official request from the RSAF was supplied to the Office of Defense Trade Controls, U.S. Department of State, along with the signed "Nontransfer and Use Certificate" (DSP-83) as executed by the Government of the Gabonese Republic. The original copies of this information were supplied by the Royal Embassy of Saudi Arabia to the Department of Defense, Office of the Secretary of the Air Force, and were transmitted onward to the Department of State, office of DDTC.

As of this date, final U.S. Government approval of the re-export is pending. It is expected that the Department of State will approve the re-export in the near-term and forward this matter to the U.S. Congress, as required under Arms Export Control Act. Upon notification of approval, the six C-130 air craft will be transferred from Saudi Arabia to Gabon and will be put into service by the Government of the Gabonese Republic.

Inasmuch as the six C-130 air craft outweigh the current cargo and other lift capacity needs of the Gabonese Government, and as the Department of State approved the Brokering Request of these air craft on the proviso that the air craft would be used for, among other purposes, "Support for regional peacekeeping missions," The Grace Group, LLC has been directed by the Government of the Gabonese Republic to seek out uses that support the brokering approval, as stipulated by the U.S. Department of State.

Therefore, The Grace Group, LLC has sought out a meeting at the United Nations to determine how the Government of the Gabonese Republic can best make the C-130 air craft at its near-term disposal available to the United Nations in support of the United Nations' peacekeeping efforts in Central Africa or in other geographic areas.

End.

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WireHouse - Message Details MID: 20051018120643AR

Beneficiary: AL HANAF TRADING EST
Originator: THE GRACE GROUP LLC

Message Text:

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Message St: COMPLETE
Value Date: 10/18/2005
Date:: 10/18/2005
Time:: 12:06:43
Amount:: 136765.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee::
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 1
Sender ABA: [redacted]
Sender Nam: UNITED BANK FX
Receiver A: 000000000
Receiver N: INTERNATIONAL WIRE
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 136765.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
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OGB Addres:
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INS Idcode:
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568401.760

WireHouse - Message Details MID: 20051018120643AR

BBK Idcode: SA
BBK Id:: BSFRSARI
BBK:: AL BANK AL SAUDI AL FRANSI
BBK Addres: JEDDAH MAIN BRANCH
BBK Addres: JEDDAH SAUDI ARABIA
BBK Addres:
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: AL HANAF TRADING EST
BNF Addres:
BNF Addres:
BNF Addres:
RFB::
OBI:: 1ST HALF OF THE PAYMENT FOR C130E PURPOSE PAYMENT ON C130E PURCHASE
CONTACT DAN KRISHNAN PHONE #966-268-21124 SQ#3626
BBI::
As of reas:
As of date:
Reference:
IMAD::
OMAD::
Charges:: _Y
CrAcctyp:: GLA
Free text1:
Free text2:

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568401.761

UNITED BANK
INTERNATIONAL WIRE TRANSFER AUTHORIZATION

DATE OF WIRE: 10/18/05 RECEIVED: ☒ IN PERSON ☐ BY FAX ☐ BY TELEPHONE

REQUESTOR (CUSTOMER): Jeff Birrell

COMPANY REQUESTING: THE GRACE GROUP LLC

CUSTOMER VERIFICATION: ☒ SIGNATURE CARD ☐ OTHER (INDICATE): known customer

WITHDRAWABLE BALANCE $: 15,330,762.02 IF OVERDRAWN, ADD'L APPROVAL:

CALLBACK TO:

DATE & TIME OF CALLBACK:

AMOUNT OF WIRE: $ 136,765.00 TYPE OF CURRENCY:

EXCHANGE RATE (FOR WIRE AREA) U.S. $ AMOUNT:

DEBIT ACCOUNT NAME: THE GRACE GROUP LLC/ ESCROW ACCOUNT

DEBIT ACCOUNT #: 4389-9095

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CREDIT ACCOUNT #: [redacted]

CREDIT ACCOUNT NAME: AL AHNAF TRADING EST.

RECEIVING BANK NAME: ALBANK ALSAUDI AL FRANSI- JEDDAH MAIN BRANCH

SWIFT/BANK CODE: BSFRSARI

BANK'S ADDRESS: Jeddah Main Branch-Jeddah Saudi Arabia

CITY & COUNTRY OF BANK: Jeddah Saudi , Arabia

ADDITIONAL WIRE INFORMATION: 1st half of the payment for C130E

contact Dan krishnan phone #966-268-21124

PURPOSE OF WIRE: payment on C130E purchase

CUSTOMER SIGNATURE (IF APPL): Jeff Birrell

BANK EMPLOYEE SIGNATURE: COST CENTER#:

ADDITIONAL APPROVAL: REFERENCE#:

FOR WIRE TRANSFER OPERATIONS USE ONLY

WIRE OPERATOR: REVIEWED BY:

WIRE OPERATOR CALLBACK TO:

DATE & TIME OF CALLBACK:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 695

GRACE 0218

ph44585 on D330-44585-7600 with DISTILLER
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568401.762

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LETTER OF INTEND

WHEREAS Delta Synergie is in need of technical support and assistance in mobilizing two (2) C-130 aircrafts from Jeddah to Gabon, and Sofab Aerospace is capable and willing to provide such services, both parties have reached an understanding thereof and this Letter of Intend is agreed and signed IN WITNESS WHEREOF on this 28th day of September 2005.

That:

1. **Al-Ahnaf Trading Est. (First Party)** represented by its VP, Hani Shamsan Alsohaibi will support and provide all necessary possible assistance to **Delta Synergie (Second Party)** represented by Mr. Nzengui Nzoundou Flavien, in the movement of two C-130 aircrafts from Jeddah.

2. First Party will provide the crew members and move two (2) C-130 aircrafts from Jeddah to Gabon via Sharjah in consideration of the total amount that is detailed in Annex 1 and Annex 2. The amount that is detailed in Annex 1 is for aircraft number 1, and the amount that is detailed in Annex 2 is for the aircraft number 2. These are the approximate cost, and possible adjustments will be done during the time of original invoicing as per the fluctuations of the market price in fuel cost, flight planning and permit costs etc at the time of movement of the aircrafts.

3. Any special terms and conditions are attached herewith at Annex 3.

4. Payment terms are:
   - Annex 1 (for Aircraft Number 1) 50% of the total amount at the time of signing this Letter of Intend and the remaining 50% on delivery of the aircraft at ARABASCO and hand over to Sofab Aerospace.
   - Annex 2 (for Aircraft Number 2) 50% of the total amount at the time of signing this Letter of Intend and the remaining 50% on delivery of the aircraft at ARABASCO and hand over to Sofab Aerospace.

FIRST PARTY: **AL-AHNAF TRADING EST.**
(CR # [redacted]

SIGNATURE:
NAME: *Hani Shamsan Alsohaibi*
TITLE: *Vice President*
ADDRESS: *PO Box 126283, Jeddah 21352*
Saudi Arabia
DATE: *28 September 2005*

SECOND PARTY: **DELTA SYNERGIE**

SIGNATURE:
NAME: *Nzengui Nzoundou Flavien*
TITLE: *D. S.*
ADDRESS: *BP 1879*
Libreville
Gabon
DATE: *28 September 2005*

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 695

GRACE 0627

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00241 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.763

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Invoice No. 061118

SOFAB Aerospace
PO Box 126283, Jeddah 21352, Saudi Arabia
Tel.: +966-2-682-3434 Fax.: +966-2-682-6351
by AL AHNAF TRADING EST

INVOICE

Customer

Name	DELTA SYNERGIE
Address	A LIBREVILLE AU GABON
City	BOULEVARD DE INDEPENDENCE
Phone	BP 1879

Misc

Date	18 Nov 2006
Order No.	N/A
Rep	N/A
FOB	N/A

Qty	Description	Unit Price	TOTAL
1	MOVEMENT OF TWO (2) C-130 AIRCRAFTS FROM JEDDAH TO GABON		
A	AIRCRAFT# 1 AS DETAILED ON ATTACHMENT		$ 225,578.00
B	AIRCRAFT# 2 AS DETAILED ON ATTACHMENT		$ 144,921.00
C	CAPT. FIDEL MOLOUNGI's EXPENSE, PER ATTACHMENT		$ 2,005.00
D	CREW MOBILIZATION COST - 1st TIME, PER ATTACHMENT		$ 7,101.00
E	CREW MOBILIZATION COST - 2nd TIME, PER ATTACHMENT		$ 10,820.00
F	RIYADH VISIT EXPENSE		$ 700.00

SubTotal		$ 391,125.00
Advance Amount Paid		$ 136,765.00
Shipping		$ -
Tax Rate(s)		$ -
		$ -
TOTAL BALANCE TO BE PAID		$ 254,360.00

Payment Select One...

Comments
Name
CC #
Expires

Office Use Only

Payment may be made to: AL AHNAF TRADING EST., A/C # [redacted] AL BANK AL SAUDI AL FRANSI Jeddah Main Branch, Saudi Arabia. SWIFT CODE: [redacted]

NOTE: The invoice amount will change according to the date of operation and the prevailing fuel rate on that day.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 695

GRACE 0705

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00242 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.764

WireHouse - Message Details MID: 20051020094222AR

Beneficiary: ABASS HAIDARA
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: ANISSA
Message St: COMPLETE
Value Date: 10/20/2005
Date:: 10/20/2005
Time:: 09:42:22
Amount:: 3061809.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee::
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Version:: 3
Sender ABA: [redacted]
Sender Nam: UNITED BANK FX
Receiver A: 000000000
Receiver N: INTERNATIONAL WIRE
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 3061809.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 695

psi-ub-000438

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00243 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.765

WireHouse - Message Details MID: 20051020094222AR

BBK Idcode: SA
BBK Id:: KRED BE BB
BBK:: KBC BANK
BBK Addres: 9UCCLE CHURCHILL
BBK Addres: BRUX BELIGUM
BBK Addres: BRUX BELIGUM
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: ABASS HAIDARA
BNF Addres: IBAN [redacted]
BNF Addres:
BNF Addres:
RFB::
OBI:: IBAN CONTACT MRS COOLSP FAX# 001-322-340-8551 REQUEST BY THE HEAD OF THE STATE PRESIDENT SQ#3653
BBI::
As of reas:
As of date:
Reference:
IMAD::
OMAD::
Charges:: _Y
CrAcctyp:: GLA
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:04:30 AM

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00244 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.766

3042 0951 1064 Y

STATEMENT OF ACCOUNTS

004389-9095 X

STATEMENT FROM	PERIOD THROUGH
10-12-05	11-13-05 0

PAGE 1 OF 2

THE GRACE GROUP LLC
CLIENT ESCROW ACCT
1239 BEVERLY ROAD
ECLEAN VA 22101-2802

4 ENCLOSURES

0

SUPER MONEY MARKET ACCOUNT ACCOUNT: 004389-9095

PREVIOUS STATEMENT BALANCE	DEPOSITS/ CREDITS 1	CHECKS/ DEBITS 8	SERVICE FEES	ENDING BALANCE
15,330,762.02	30,000.11	3,747,021.22	.00	11,613,740.91

ACCOUNT/INTEREST INFORMATION

INTEREST PAID THIS YEAR 128,489.45

DATE	ACTIVITY DESCRIPTION	REFERENCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	BALANCE
10-12	BEGINNING BALANCE				15,330,762.02
10-18	TELEPHONE TRANSFER DEBIT	[redacted]	534,430.11		
10-18	INTL WIRE-OUT	[redacted]	136,765.00		
10-18	WIRE TRF-OUT FEE INTL WIRE-OUT 1 AT $50.00			50.00	14,659,516.91
10-20	INTL WIRE-OUT	[redacted]	3,061,809.00		
10-20	WIRE TRF-OUT FEE INTL WIRE-OUT 1 AT $50.00			50.00	11,597,657.91
10-26	CHECK	1013 [redacted]		4,710.81	11,592,947.10
10-31	CHECK	1014 [redacted]		7,706.30	11,585,240.80
11-02	CHECK	1015 [redacted]		1,500.00	11,583,740.80
11-10	INTEREST CREDIT		30,000.11		11,613,740.91
11-13	ENDING BALANCE				11,613,740.91

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CHECK SUMMARY
* INDICATES SKIP IN CHECK NUMBERS

CHECK NO	AMOUNT	CHECK NO	AMOUNT
1013	4,710.81	1015	1,500.00
1014	7,706.30		

TOTAL NUMBER OF CHECKS 3 TOTAL AMOUNT OF CHECKS 13,917.11

*** ANNUAL PERCENTAGE YIELD EARNED DISCLOSURE FROM 10-12-05 THROUGH 11-13-05 ***
ANNUAL PERCENTAGE YIELD EARNED 2.70%
AVERAGE DAILY COLLECTED BALANCE 12,455,444.25
INTEREST EARNED 30,000.11
TELEPHONE: 703-502-7200

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 695

psi-ub-000244

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00245 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.767

3042 0951 1065 Y

STATEMENT OF ACCOUNTS

004389-9095 X

STATEMENT PERIOD
FROM THROUGH

10-12-05 11-13-05 0

PAGE 2 OF 2

THE GRACE GROUP LLC
CLIENT ESCROW ACCT
1239 BEVERLY ROAD
MCLEAN VA 22101-2802

4 ENCLOSURES

0

SUPER MONEY MARKET ACCOUNT ACCOUNT: 004389-9095

SERVICE FEE BALANCE INFORMATION FROM 10-12-05 THROUGH 11-13-05

AVERAGE LEDGER BALANCE	12,455,444.25	AVERAGE COLLECTED BALANCE	12,455,444.25
MINIMUM LEDGER BALANCE	11,583,740.80	MINIMUM COLLECTED BALANCE	11,583,740.80

psi-ub-000245

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00246 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.768

= Redacted by the Permanent Subcommittee on Investigations

Subj: **visit**
Date: 10/4/2005 1:49:23 P.M. Eastern Standard Time
From: annabellewalkley@[redacted]
To: jcbirrell@aol.com

Jeff: Your e-mail was forwarded to me. I'm in California for three weeks of R&R (if you need to talk to me, my phone number is 707-[redacted]. Unfortunately, I won't be in Libreville for your upcoming visit. I believe I know which items you are transporting in the plane. Regarding your kind offer to carry something for us -- there is something which would be enormously appreciated (although it might be a bit of bother for you). Thanksgiving and Christmas are coming up and we always try to find turkeys for the Embassy families (it does wonders for morale). Sometimes a US military plane visits and we manage to get the crew to bring us some turkeys but unfortunately this year we don't see any planes scheduled. If you could pack a few frozen turkeys in dry ice and bring them down we would be overjoyed. How many? Well, ten would be fantastic, five would be great, but even one would be much appreciated. If it is impossible, we understand totally. Obviously,we will pay you for the turkeys. Regarding the C-130, we'll do all we can to help. Please talk to the Charge when you are in Libreville, as well as our Defense Attache. The Charge's name is Kathy Dhanani (she is an absolutely superb officer, one you can trust totally). I recommend you contact her at the Embassy once you arrive in town, or in advance by e-mail: dhananiks@state.gov Look forward to seeing you sometime soon, Barrie

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 696

Thursday, Nov RELL GRACE 1091

ph44585 on D330-44585-7600 with DISTILLER

568401.769

JSR ✓

FILE COPY

UNCLASSIFIED

LICENSE NUMBER: BA-L0039-05

OFFICIAL DEPARTMENT OF DEFENSE POSITION FOR MUNITIONS CASE BA-L0039-05

SAVE DATE: 06 Oct 2005

LICENSE NUMBER: BA-L0039-05 DEFENSE CODE: G: Returned Without Action

POSITION: (U)Returned Without Action.

(U) DoD objects to the export of C-130E aircraft to Gabon for what appears non-military use. The commercial end use contemplated in this request is contrary to the legitimate end uses as defined in Section 4 of the AECA: & solely for internal security, for legitimate self-defense, to permit recipient country to participate in regional or collective arrangements or measures consistent with the UN for the purpose of maintaining or restoring international peace and security, or for the purpose of enabling foreign military forces in less developed friendly countries to construct public works and to engage in other activities helpful to the economic and social development of such friendly countries.

(U)Remarks to State/DDTC: Numerous attempts and messages left to discuss this agreement with JoAnne Riabouchinsky and Mal Zerden have gone unanswered. DoD is unclear as to what State's intent was by staffing a brokering agreement that appears to be an unlawful export transaction.

UNCLASSIFIED

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 698

PSI-State_Dep't-03-0028

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00248 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.770

Riabouchinsky, Jo-Anne S.

FILE COPY

From: Zerden, Mal
Sent: Tuesday, October 25, 2005 8:46 AM
To: Clark, Susan M
Cc: Riabouchinsky, Jo-Anne S.; Dade, Peter L
Subject: RE: Blue Lantern to Gabon/RE: C-130 brokering case BA-L-0039-05

I think Peter is correct. Additionally, DOD recommends RWA since they don't approve of civil end-users for the C-130. Sue - do you concur that we should not approve the brokering (or sale) of C-130's to a private African entity? If so, we'll deny.

-----Original Message-----
From: Dade, Peter L
Sent: Monday, October 24, 2005 5:00 PM
To: Zerden, Mal
Cc: Riabouchinsky, Jo-Anne S.
Subject: Blue Lantern to Gabon/RE: C-130 brokering case BA-L-0039-05

Mal,

In drafting this BL to check out the Gabonese end-user, it occurred to me that permitting the sale of two C-130s to any private African party is inviting mischief. I'd like to ask why DTCL believes that, ultimately, this sale could go through?

The U.S. Applicant, Jeffrey Birrell, of The Grace Group LLC, is likely the same person who is mentioned in a Justice Dept investigation during the Clinton years, which targeted a Belgian lobbyist named Max-Olivier Cahen, who obtained secret USG documents, and tried to sell then to different African leaders. Birrell worked (or, maybe still does) for a Washington, D.C. African lobbying company that bears his name. Through intermediaries mentioned in this report, Birrell could have had tangential contacts with Cahen, who later reportedly was a gray arms dealer in profitable gun-running to various African countries.

Even if the Gabon company said they knew all about the C-130 purchase, we'd have no way of knowing whether they'd turn around and lease the C-130 to bad parties in neighboring countries.

If you can provide some reasoning for us to go forward with the BL (reasons to approve the potential sale), I could incorporate those reason into a BL cable. But, I've still got a bad feeling, overall, about approving these a/c for sale.

Regards, Peter

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 700

PSI-State_Dep't-03-0042

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00249 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.771

United States Department of State

Bureau of Political-Military Affairs
Directorate of Defense Trade Controls

Washington, D.C. 20520-0112

IN REPLY TO
DDTC CASE **BA L0039-05**

NOV 3' 2005

The attached application has been denied and is being returned in accordance with Title 22, Code of the Federal Regulations, Section 126.7(a) for the reasons indicated below. Any questions regarding this decision may be directed to Jo-Anne Riabouchinsky at (202) 663-1282.

__X__ - Foreign Policy

__X__ - National Security

__X__ - Comments

Commercial ownership and end-use of C-130 aircraft for transportation of goods by a private company as outlined in this request is inconsistent with the provisions of the Arms Export Control Act pertaining to exports in support of internal security or self defense.

Sincerely,

Peter J. Berry
Director
Office of Defense Trade Controls
Licensing

Attachment:
Reference application

Mr. Jeffrey C. Birrell
The Grace Group LLC
U.S. Post Office Box 6354
McLean, VA 22106-635

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 701

GRACE 0588

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00250 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.772

The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

FILE COPY

November 14, 2005

BA L 0061-05
K-1119
T52 VA

EXPEDITED TREATMENT REQUESTED

Mr. Peter C. Berry
Director
Office of Defense Trade Controls Licensing
Directorate of Defense Trade Controls
Bureau of Political Military Affairs
U.S. Department of State
Washington, DC 20522-0112

By: Fax and Federal Express

SUBJECT: Request for Prior Approval of Brokering Activities; The Grace Group LLC; PM/DTC Registration No. K-1119

Dear Mr. Berry:

Pursuant to ITAR Section 129.7, The Grace Group LLC ("Grace Group") hereby requests prior approval to broker the sale of six (6) C-130B/E cargo aircraft from the Government of the Kingdom of Saudi Arabia to the Government of the Gabonese Republic.

IMPORTANT: In that the Governments of Saudi Arabia and Gabon have each expressed a strong desire to complete this transaction at the earliest possible date, The Grace Group respectfully requests that this action be accorded expedited treatment.

The Grace Group understands that this approval would authorize only its brokering activities in respect of these six aircraft and that separate approval from DTCL will be required to authorize the re-export of these aircraft from Saudi Arabia to Gabon. On behalf of the Government of Saudi Arabia, The Grace Group will submit in due course a request for

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 704

PSI-State_Dep't-03-0051

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00251 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.773

re-export authorization for these U.S.-origin aircraft, and that request will be supported by a signed DSP-83 Non-transfer and Use Certificate from the Gabonese Government.

The parties involved in this transaction are as follows:

- Seller: Government of the Kingdom of Saudi Arabia
  Contact: H.R.H. Prince Abdurrahman Al Faisal
  Commander, Royal Saudi Air Force
  P.O. Box 450
  Riyadh 11411
  Kingdom of Saudi Arabia

- Purchaser: Government of the Gabonese Republic
  Contact: General Constant EKMIE
  Chief of Staff, Air Force
  Ministry of Defense
  Libreville, Gabon

- Intermediate Consignee(s): None.

- The Unclassified Defense Articles: Six (6) C-130B/E cargo aircraft manufactured by Lockheed Martin (USML Category VIII(a) fixed-wing aircraft). These aircraft are not equipped with any armaments and have no offensive capability. Designed for use as an intra-theater cargo aircraft, they are currently equipped with a roller cargo system and have parachute rigging capabilities. The aircraft are equipped with avionics appropriate for IFR flight.

  The RSAF tail numbers of these C-130B/E aircraft are: 451, 455, 466, 479, 481, 1609.

- Value: The total tender offer for all six aircraft is approximately $36 million, although The Grace Group does not know what the final sale price will be. We would reasonably expect that when this transaction closes, the final sale price will be in the range of $5 to $5.5 million per aircraft.

PSI-State_Dep't-03-0052

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00252 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.774

- **<u>End Use and End User</u>: The Gabonese Ministry of Defense will be the end user of these C-130B/E aircraft. We understand that these aircraft will be used by the Gabonese government to support the following missions:**

  - **Government and military transport of cargo and/or personnel.**
  - **Support for regional peacekeeping missions.**
  - **Response to international disasters.**
  - **Search and rescue operations on a regional and sub-regional basis.**
  - **Border and coastal observations.**

* * *

The undersigned is an Empowered Official of The Grace Group. In compliance with 22 CFR 126.13, I hereby state that I am an authorized senior official of The Grace Group, LLC and furthermore that:

(1) Neither the applicant or the chief executive officer, president, vice-presidents, other senior officers or officials (*e.g.*, comptroller, treasurer, general counsel) or any member of the board of directors is the subject of an indictment for or has been convicted of violating any of the U.S. criminal statutes enumerated in §120.27 of this subchapter since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976);

(2) Neither the applicant or the chief executive officer, president, vice-presidents, other senior officers or officials (*e.g.*, comptroller, treasurer, general counsel) or any member of the board of directors is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from, any agency of the U.S. Government;

(3) To the best of the applicant's knowledge, no party to the export as defined in §126.7(e) has been convicted of violating any of the U.S. criminal statutes enumerated in §120.27 of this subchapter

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00253 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.775

Mr. Peter C. Berry
Director
Office of Defense Trade Controls Licensing
November 14, 2005
Page 4

since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976), or is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from, any agency of the U.S. government; and

(4) The natural person signing this request for approval is a citizen of the United States.

Should you have any questions regarding this request for brokering authorization, please contact the undersigned at (202) 716-2000 (cell) (703) 821-0850 (fax).

Inquiries may also be directed to The Grace Group's outside legal counsel for export control matters: James Reed, Esq. at Rhoads & Reed PLLC; telephone (703) 451-1194.

Inquiries may also be directed to The Grace Group's legal counsel: Roy Morris, Esq. at Carr, Morris & Graeff, PC; telephone (202) 789-1000.

Sincerely,

Jeffrey C. Birrell
Sr. Managing Member and Empowered Official

Cc:

The Honorable R. Barrie Walkley
United States Ambassador to the Gabonese Republic
U.S. Embassy
Libreville, Gabon

Mr. Mal Zerden, Team 5 Leader
Office of Defense Trade Controls Licensing
U.S. Department of State
Washington, DC 20522-0112

PSI-State_Dep't-03-0054

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00254 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.776

WireHouse - Message Details MID: 20051116151848CT

Beneficiary: MICHAEL MOUSSA
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: CINDY
Message St: COMPLETE
Value Date: 11/16/2005
Date:: 11/16/2005
Time:: 15:18:48
Amount:: 496500.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee::
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Version:: 1
Sender ABA: [redacted]
Sender Nam: UNITED BANK FX
Receiver A: 000000000
Receiver N: INTERNATIONAL WIRE
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 496500.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 705

psi-ub-000440

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00255 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.777

WireHouse - Message Details MID: 20051116151848CT

BBK Idcode: SA
BBK Id:: BERLMCMC
BBK:: E ROTHSCHILD BANK
BBK Addres: 2 AVE DE MONTE CARLO MONACO
BBK Addres: MONTE CARLO MONACO
BBK Addres: BANK CODE 11668, GUICHET 40001
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: MICHAEL MOUSSA
BNF Addres:
BNF Addres:
BNF Addres:
RFB:: MONACO
OBI:: BUSINESS CONSULTING AGREEMENT, TEL #377-93-104747 ATTN: MR ALAIN EYMERY , SEQ NO 3895
BBI::
As of reas:
As of date:
Reference:
IMAD::
OMAD::
Charges:: _Y
CrAcctyp:: GLA
Free text1:
Free text2:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:04:35 AM

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00256 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.778

WireHouse - Message Details MID: 20051118123626AR

Beneficiary: MAXIME GANDZION
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: ANISSA
Message St: COMPLETE
Value Date: 11/18/2005
Date:: 11/18/2005
Time:: 12:36:27
Amount:: 250000.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee::
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 0
Sender ABA: [redacted]
Sender Nam: UNITED BANK FX
Receiver A: 000000000
Receiver N: INTERNATIONAL WIRE
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 250000.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
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BBK Idcode: SA
BBK Id:: KREDBEBB
BBK:: KBC BANK
BBK Addres: RUE MARIE DEPAGE 1
BBK Addres: 1180 BRUSELS BELGIUM
BBK Addres: BRUSELS BELGIUM
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: MAXIME GANDZION
BNF Addres: IBAN: [redacted]
BNF Addres:
BNF Addres:
RFB::
OBI:: CONSULTING FEE SEQ# 3915 CONTACT ,RUTH 3212-340-8565
BBI::
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(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

To: Brigadier General Hamid Bakhsh (Ret.)

From: Jeffrey C. Birrell

Re: Draft Purchase Contract (Six Lockheed C-130 E Cargo Aircraft)

Date: November 22, 2005

Dear General Bakhsh:

Thank you for forwarding to me the draft purchase contract for the six (6) C-130 E cargo aircraft. I have asked for a legal review of the document and herein provide some commentary on the document. As you noted by telephone, the points that have been raised can be worked out in our upcoming meeting in Saudi Arabia.

To provide you with some current information on the status of our application to the U.S. Department of State, please be advised of the following.

By way of background, the Grace Group LLC is a licensed broker for this type of equipment and has been issued a brokering license from the Directorate of Defense Trade Controls, U.S. Department of State. In furtherance of its intention to facilitate the transfer of the six C-130 cargo aircraft from Saudi ownership to Gabonese ownership (Delta Synergie), the Grace Group LLC applied for the necessary approval to engage in the brokering activity. However, the Department of State raised some concern about private ownership of the C-130s and requested that a second brokering submission be made to indicate Gabonese government ownership of the six C-103s.

This second official brokering request was made on a timely basis and a series of follow up meetings have been held in support of this submission. There is no indicated objection to the Gabonese purchase of the aircraft and we are attempting to receive official U.S. government approval on an expedited basis. To this end, our legal team is working closely with their counterparts within the Department of State and I have separately engaged the U.S. Ambassador to Gabon to inquire as to the status of this submission. I believe that he has offered his points to the central decision makers.

~~The second application to the Department of State is being currently reviewed and has been sent~~ to the Department of Defense for comment.

We continue to work through these official channels and stay in daily contact with the appropriate U.S. government officials. I do hope that you understand that any transfer of these aircraft would require this same approval process. Inasmuch as our submission is being currently reviewed by the U.S. Department of State, no other group or entity could receive brokering approval before the Grace Group.

Permanent Subcommittee on Investigations
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GRACE 0585

Brigadier General Hamid Bakhsh (Ret.)
November 22, 2005
Page 2

However, I must inform you as to the anticipated approval timeline and ask for you to correspondingly advise the officials at the Royal Saudi Air Force.

As soon as the brokering application as submitted by the Grace Group LLC is approved, the Saudi government must send a letter of "General Correspondence Requesting Transfer Approval" of the C-130s. Along with this correspondence, a copy of the "End User Certificate" (DSP 83) [Attached], must be enclosed.

Then, it must be determined if the initial sale of the C-130s to the Saudi government was:

--Direct Commercial Sale; or
--Foreign Military Sale.

Finally, as the C-130s are listed by the U.S. government as on the, "Major Defense Equipment List," and are valued at over $14 million (USD), the U.S. Congress has up to 30 days to comment on the sale of the aircraft.

Therefore, I believe it would be helpful for you to advise the officials at the Royal Saudi Air Force of our efforts to obtain the necessary U.S. government approval to broker this transition and provide the following commentary on the draft purchase agreement. We are working as quickly and efficiently as possible and we are very much aware of the timely interest on both sides to conclude this transaction.

On our behalf, please thank the Saudi officials for their continued understanding and patience in this process. We are very confident of a positive outcome and look forward to our upcoming visit to the Kingdom to finalize this important transaction.

Contract Commentary:

1) As requested, the "duly authenticated" documents for The Grace Group, LLC will be provided to the RSAF.

2) In regard to the "General Provisions" section, this is agreed.

3) In regard to the "Special Provisions" section, we have a few comments.

   A) The contract duration is 5 months (section 2).

   B) Section 5 envisions immediate delivery of 2 aircraft, and 3 months until the remaining 4 are available.

   C) In Section 6, you have 7 days to make payment or take delivery, or maybe both. This is unclear. I think we need to insert a condition precedent which is the obtaining of the US export license. The following is some suggested terms in Sections 5 and 6:

GRACE 0586

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Brigadier General Hamid Bakhsh (Ret.)
November 22, 2005
Page 3

(Suggested Text): 5. Payment and Delivery

5.1 Delivery of the Aircraft shall be at the RSAF Air Base specified on Attachment 1, as follows:

5.1.1 Buyer will promptly apply for the requisite US export license and will notify the Government immediately upon issuance.

5.1.2 The aircraft shall be made available to Buyer as soon thereafter as reasonably convenient to the Government. The Government will notify the Buyer as each aircraft becomes available for delivery.

5.1.3 Buyer will pay for each aircraft within seven (7) days of being notified that said aircraft is available for delivery. Delay in payment will result in a penalty of U.S. $5,000 per day for each day of delay in payment after seven (7) days, not to exceed ten percent (10%) of the value of the aircraft with respect to which the penalty is imposed.

5.1.4 Immediately upon payment for each aircraft by Buyer, the Government will convey title to that aircraft to the Government of Gabon by bill of sale, and will release such aircraft for transport from the RSAF Air Base where it is located. Buyer will arrange to have the aircraft flown from the RSAF Air Base within seven (7) days from the date that title passes.

5.1.5 If, at the end of the five month contract duration identified in Section 2, the requisite U.S. export licenses have still not been obtained, despite the best efforts of Buyer, this Contract shall terminate without any further obligation of either party to the other."

D) Section 6.1 should state, "In the event of BUYER FAILING TO TAKE delivery of the aircraft in a timely manner....., But since section 6 seems to confuse the two steps of making payment, and taking delivery, we suggest replacing 6 entirely and integrate the payment and delivery terms because obviously, delivery depends on payment first.

Aircraft details such as engine numbers and hours, and avionics complement, need to be detailed here.

E) The Grace Group LLC will obtain a letter of agreement signed by a senior government official that appoints the Grace Group as its agent.

F) Attachment 3, the issuance of a re-export license is solely dependent on factors outside the control of the Grace Group. Therefore the time provision of the contract may –or may not – allow for a sufficient amount of time. This should be discussed as this matter becomes clearer.

Thank you.

GRACE 0587

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December 2, 2005

Mr. Peter Berry
Director
Office of Defense Trade Controls Licensing
Directorate of Defense Trade Controls
Bureau of Political Military Affairs
U.S. Department of State
Washington, D.C. 20522-0112

Dear Mr. Berry:

It is my understanding that the Federal Express package that contained this firm's request for "Prior Approval of Brokering Activities" [Federal Express tracking number 8537-8534-1138] cannot be located within the Department of State. The Federal Express package was received by the U.S. Department of State on November 15, 2005 at 09:37.

While a copy of the application was faxed to Mr. Mal Zerden on November 14, 2005 and a separate copy supplied to your office in person by the Honorable Barrie Walkley, United States Ambassador to Gabon, I am providing another copy today to you by fax.

This request for prior approval of brokering activities is now extremely time sensitive. The items that we propose to broker between the governments of Saudi Arabia and Gabon are urgently needed by the end user. These items are in great demand around the world and any further delay may result in them being offered to other prospective buyers.

In planned meetings next week with the Assistant Secretary of State for Africa on this and other matters, I would very much like to report that this request has been acted upon and is being processed.

I fully appreciate the demands on your office given the nature of American military commitments in the Middle East and around the globe. However, given that the proposed end-use of these items is fully aligned with U.S. foreign policy goals and actions in West/Central Africa and that there is an immediate need for these cargo lift aircraft, any and all expedited treatment that can be afforded this request will be greatly appreciated by the Gabonese government and this firm.

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Very sincerely yours,

Jeffrey C. Birrell
Sr. Managing Member and Empowered Official

Cc: The Honorable R. Barrie Walkley
United States Ambassador to the Gabonese Republic

Mr. Mal Zerden, Team 5 Leader
U.S. Department of State

Enclosure:

1) November 14, 2005 Brokering Request
2) Federal Express Documents

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United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

December 8, 2005

His Excellency
El Hadj Omar Bongo Ondimba
President
The Gabonese Republic
Libreville, Gabon

Via: The Imam Abass Haidara Cherif

Dear Mr. President:

Please accept my congratulations on your recent successful reelection campaign. The mandate that you received from the Gabonese people is a clear and powerful endorsement of your policies. The Gabonese people recognize the growing social, economic and political opportunities brought on by your leadership and have endorsed your presidency by an overwhelming majority.

It was a pleasure to organize the U.S. Assessment and Observation Team. The Team was fully involved in all aspects of the day-of-election events and was fully integrated into the overall international election observation effort. The joint communiqué sent a positive signal to the international community.

The Imam Abass and I have held a series of follow up meetings in Washington, D.C. and the Imam made a particularly effective presentation to the Department of State. I have been working with Ambassador Walkley and expect, now that he has returned to Libreville, that his report to the Department of State will be forthcoming.

Dr. Smith will forward his final report to you directly and I believe that we will make very positive use of this report in official circles in Washington, D.C. We will make a special effort within the U.S. Congress after the report is finalized and will hold a series of briefing sessions with key Members of Congress.

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With regard to the pressing matters of the acquisition of the Lockheed C-130 aircraft, please note the following positive developments:

1) The Grace Group, LLC is a licensed broker for defense and military items. This license was acquired to facilitate the brokering of the C-130 aircraft.

2) The Department of State (Office of Defense Trade Controls, Directorate of Defense Trade Controls, Bureau of Political Military Affairs), rejected the Grace Group's initial brokering request between the Royal Saudi Air Force and Delta Synergy on the grounds that the Saudi Government was generally prohibited from re-exporting these types of defense articles from sovereign state control to the private sector, regardless of whether the private company was in the United States, Gabon or in any other location.

3) Immediately upon receipt of this notification from the Department of State, The Grace Group hired additional legal counsel to review the application to the Department of State and a new submission was made with modified conditionality. This new application was made early in November.

4) Ambassador Walkley was briefed on this matter and has fully supported the Grace Group application to the Department of State. During the recent Chief of Mission meeting at the Department of State, Ambassador Walkley met with Mr. Peter Barry, Director, the Office of Directorate of Defense Trade Controls (DDTC) and Mr. Barry's staff in charge of "fixed wing" aircraft reexports and others. These meetings were very successful and Ambassador Walkley pushed for expedited treatment of the Grace Group's application.

5) In connection with the Grace Group's efforts, Ambassador Walkley has written the Assistant Secretary of State, Jendayi Frazier in support of this reexport.

6) Ambassador Walkley has also directed his Defense Attaché in Libreville to following the Grace Group application at the Department of Defense. (We note that the Department of Defense supported the Grace Group's initial application.)

7) As recently as today, in meetings with the Africa Bureau at the Department of State noted its support for this reexport and explained to the Imam Abass and me its' follow on efforts with the DDTC.

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8) The Grace Group's application (ELLI: Docket Number BA-L0061-50) is now proceeding as quickly as possible. The application has been "tasked" to the Department of Defense, to the Department of Commerce, to the National Security Council and to intra-agency offices within the Department of State. We are following this process on a daily basis and leaving nothing to chance. The legal team that has been engaged is the very best and is utilizing its expertise on this matter.

9) A new submission from the Saudi government is now required. This five page legal document has been drafted by our legal team and has been sent to our representative in Saudi Arabia. This document will be signed and submitted as the basis of the reexport license.

10) We hope that all of the necessary approvals can be received from the Department of State over the next two weeks. Once the reexport license is granted to the Saudi government, then the Grace Group's application will be forward to the United States Congress for review and comment.

11) It was noted to me by the Imam Abass that you had requested that we push for Congressional involvement. While this is an excellent suggestion, the legal team noted that at our current stage, Congressional involvement can produce negative results. This is why we engaged Ambassador Walkley and communicated directly with the director of the DDTC. However, once the Congressional review begins, we will indeed, ask for all of the Members of Congress who have an understanding of Gabonese issues, to push for ready approval of this application. We will use all of our abilities to move thru this phase of the approval process as quickly as possible.

Mr. President, please be assured that we are working with extreme diligence on this important effort and will push the application on a daily basis. We are ready and able to give you a full and complete accounting of the funds that have been provided to date and can report directly on any aspect of this effort at any time.

We are very thankful to you for this opportunity and for the Imam's continued assistance.

Thank you and best regards.

GRACE 0582

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United States Department of State

Bureau of Political-Military Affairs
Directorate of Defense Trade Controls

Washington, D.C. 20520-0112

In Reply Refer To
DDTC Case: BA L0061-05

JAN 17 2006

Dear Mr. Birrell:

This is to acknowledge receipt of your letter of November 14, 2005 and pursuant to 22 CFR Part 129.7(a)(2) for prior approval, the Department approves your request to broker the sale of six (6) C-130B/E cargo aircraft with RSAF tail numbers 451, 455, 466, 479, 481, and 1609, from the Government of the Kingdom of Saudi Arabia to the Government of the Gabonese Republic. These aircraft are not equipped with any armaments and have no offensive capability. They are designed for use as an intra-theater cargo aircraft and are currently equipped with a roller cargo system and have parachute rigging capabilities. They are also equipped with avionics appropriate for IFR flight. The Department approves your request subject to the following limitations/provisos:

1. These aircraft will be used by the Gabonese Government to support the following missions:

   a. Government and military transport of cargo and/or Personnel,
   b. Support for regional peacekeeping missions,
   c. Response to international disasters,
   d. Search and rescue operations on a regional and sub-regional basis,
   e. Border and coastal observations

Mr. Jeffrey C. Birrell
The Grace Group LLC
U.S. Post Office Box 6354
McLean, VA 22106-6354

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 710

GRACE 0696

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In Reply Refer To
DDTC Case: BA L0061-05

2. This brokering approval only authorizes brokering activities with respect to these six aircraft and is not an authorization to export any defense articles, defense services or technical data as designated in 22 CFR Part 121. Any authorization to re-export these aircraft from Saudi Arabia to Gabon would require separate approval from this office.

Sincerely,

Peter J. Berry
Director
Office of Defense Trade Controls Licensing

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United States Department of State, ODTCC
Broker Registration Code: K-1117

23 September 2005

General Mohammad Kattoah
Royal Saudi Air Force
Chief of Air Staff Logistics
Riyadh, Kingdom of Saudi Arabia

Dear Sir:

Thank you for your kind consideration of our offer dated 4 September 2005, for the immediate purchase of two (2) C-130E aircraft (#476, #479) for U.S. $4.3 million each, and an option for an additional four (4) C-130E aircraft for $4.5 million each.

After consultation with our consultant General Hamid Baksh, (Ret.) and our principal's representative the Imam, El Hadj Abass Haïdara Cherif, we would like to increase our offer to U.S. $4.6 million each for all six (6) aircraft, or U.S. $27.6 million in the aggregate.

We wish to emphasize the urgency of making the first two (2) airplanes available for the famine relief efforts in the Western Sahara that have been organized by the Imam Abass, his Excellency El Hadj Omar Bongo, President of the Gabonese Republic, and others.

We remain willing to accommodate the request that the proceeds be used by the Royal Saudi Air Force to effect the purchase of other aircraft such as the Cessna Citation XLS.

Finally, we have confirmed with Peter C. Berry, Director of the Office of Defense Trade Controls Licensing, U.S. Department of State, that re-export licenses will be required, and we have already begun the process of obtaining such re-export licenses.

The Grace Group, LLC very much appreciates your kind assistance in this matter.

Very sincerely yours,

Jeffrey C. Birrell
President and Senior Managing Member

Permanent Subcommittee on Investigations
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GRACE 0599

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Subj: **Bongo-Abdullah Letter**
Date: 9/5/2006 5:29:54 PM Eastern Standard Time
From: JCBIRRELL
To: ABASS.HAIDARA@[redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dear Imam:

As you know, the RSAF is asking for payment in full for the six aircraft and I believe, will negotiate hard against a partial payment. I do not know the amount of funds that Mr. Meyer has yet to transfer but I believe there will be additional funds necessary.

I also think that the RSAF Commander believes that we intend only to buy two aircraft and if we tell him that we will pay only for the first two in advance, this will confirm his suspicion.

I would propose that we, via the written contract, offer to pay (1/2 now) for three aircraft in advance and then (1/2) when # 4 is delivered. We should have enough funds if Meyer transfers the money that the President has sent.

The following letter from President Bongo to King Abdullah would accomplish several things.

1. It will confirm that six aircraft will be purchased.
2. It will undercut the RSAF Commander's negotiating position and allow us the time to get the funds (if that remains an issue).
3. It will build additional ties between President Bongo and King Abdullah and will lay the foundation for a follow up meeting. (Pls. recall that El Hadj wanted to travel to the Kingdom in the last 9 months but the Foreign Ministry said that there was, "No need.") This would be personal relationship building.
4. Gabon can "help" the Kingdom with political-military affairs in the Middle East. The Kingdom cannot fly in relief supplies to Palestine (or neighboring states) w/o dealing directly with Israel. This alliance between El Hadj and Abdullah could be very useful to the Kingdom.
5. It will demonstrate to El Hadj the value of his ownership of the aircraft.

Please review this letter and let's discuss. I will be at the Saudi Embassy in the morning but on cell otherwise.

As you are traveling, please confirm that you have rec'd this. I will fax it to your home.

Best,

Jeff

DRAFT:
HIS ROYAL MAJESTY, KING ABDULLAH BIN ABDUL-AZIZ
GUARDIAN OF THE TWO HOLY SHRINES
KINGDOM OF SAUDI ARABIA

Your Majesty:

It is with pleasure that I correspond with you today in concurrence with the sale of six RSAF C130 Hercules aircraft to the Gabonese Republic.

I accept these aircraft on behalf of my government and the people of Gabon. It addition

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to commercial applications, it is my intention to have these aircraft play a vital role in peacekeeping and humanitarian relief activity in Africa.

I also accept these aircraft particularly mindful of the situation in the Middle East and of the suffering of our Palestinian brothers. I stand ready, in consultation with you, to place these aircraft, under the Gabonese flag, at the disposal of relief agencies which are active in the search for peace.

I look forward our next opportunity to exchange views on areas of common concern, interest and friendship.

Please be assured, your Majesty, of my highest consideration.

El Hadj Omar Bongo Ondimba

GRACE 0751

Tuesday, September 05, 2006 America Online: JCBIRRELL

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To: El Hadj Abass Haidara Cherif

From: Jeff Birrell

Re: United Nations Meeting on C130 Leasing
Licensing Update

Date: March 13, 2006

Dear Imam:

Thank you for your telephone call this morning. I hope you are well. I hope you can take some time while in Jeddah to travel to Meca.

United Nations:

As noted, Jim Campbell and I had an excellent meeting last week at the United Nations with Dmitry Titov, the Director, Africa Division, Office of Operations, Department of Peacekeeping Operations. Dmitry is a long-time working association of Jim Campbell's. Dmitry gave us a thoughtful review of my proposal to lease the C-130s for United Nations Peace Keeping Operations. I gave him the attached 2 page white paper.

Dmitry is accountable for an annual peacekeeping budget of $4.9 billion. His office manages over 70,000 United Nations peacekeepers and other staff in Africa. Nearly all 70,000 of these individuals are rotated out of Africa on an annual basis on U.N.-contracted aircraft. Of course, many of the 70,000 are moved from place-to-place in Africa each year and all require a high level of air cargo support. Dmitry said that just in United Nations African Peacekeeping, the U.N. requires an annual cargo lift capacity of over 500,000 tons or about 15,000 cycles by a C-130 every year.

Dmitry noted that while the Russians have flooded Africa with old Soviet-era cargo planes, the United Nations makes considerations for types of aircraft, maintenance levels, availability, take-off and landing capabilities, positioning, and overall lift and mission readiness. Dmitry told us that the United Nations has about 225 aircraft under leasing contract and that the demand for these and other aircraft, such as the C-130s, will grow in 2007, 2008 and 2009 – and budgets are expected to grow accordingly.

Dmitry noted that the C-130 is at the top of the scale in each of these respects. Dmitry noted that given the low cost of the aircraft to Gabon and the limited availability of other C130s in Africa, that we would see a very rapid total return on them if we competed successfully with the United Nations and other organizations in their leasing/contracting bid processes.

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GRACE 0788

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Dmitry noted that the World Food Organization, which is based in Rome and nearly 80 percent, funded by the United States, is in constant need of C-130 lift capacity. Dmitry encouraged me to travel there to make bidding arrangements as soon as the planes are moved from the Kingdom to Gabon.

Dmitry is not responsible for the actual contracting process for the C130s – rather he heads all of the peace keeping efforts and the budget. However, Dmitry gave us the contact names: General Maxwell Kerley (British 2 star) and Mr. Serge Divounguy. A soon as the licenses process is settled here in the WDC (near term) I will make contact with the individuals and move into the competitive bidding world of the United Nations. After consultation with you and the client, I will go to the World Food Organization, which is currently being run by Congressman Hall from Ohio – and whom you have met – and make similar contacts.

The ownership of the six C130s will be very advantageous to Gabon. Not only will the aircraft be acquired at very favorable terms (at $4.6 million with a book value of over $10 million) there is a terrific demand for these planes and the return on investment for leasing to the United Nations or other organization, government or private contractor, is very positive. Of course, the recent decision to shift the peace keeping role from the AU to the United Nations will only increase the United Nations' lift needs in the near and longer term.

Status at the Department of State.

As you know, immediately upon my return from Saudi Arabia, I sent the re-export request (copies) to the Department of State on February 23, 2006. I followed this effort up with a meeting with the Saudi Air Attaché and the original Saudi and Gabonese documentation was sent from the Office of the Defense Attaché, to the Saudi Ambassador and then to the U.S. Secretary of the Air Force. The Secretary of the Air Force was contacted and these original documents were sent to the Office of the Directorate of Defense Trade Control (DDTC) at the Department of State. DDTC had begun processing my package of information on February 24, 2006 and then added the original re-export documentation that was sent (as required) by the Saudi Embassy. A case number was assigned on March 3, 2006.

In all of our contact with the DDTC, specific requests were made that the official re-export request not be sent back out to the Department of Defense and to other departments at State. We believed that there was a specific understanding that the approved brokering request was identical to the re-export request and that the DDTC would act favorably on that request.

However, on Friday morning, we were notified that the official re-export request had been sent back to the Department of Defense and to the Africa Bureau at State for comment. This "re-staffing" of the re-export request adds some additional time to the review – perhaps as much as two weeks from today but it is a process that we can and are

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trying to move along and receive approval ASAP. I think that AMB BW can help with this and I have others who will help too.

In addition, we are seeking from the senior member of the DDTC approval on the re-export request ***without*** Congressional review. We believe that there is a positive legal argument to be made with State on this re-export and we are pushing ahead with all means at our disposal. I am confident that our argument as strong merit and we are today waiting for a decision from DDTC. (I had hoped that we would have had a response today but it seems that we will have to wait until tomorrow. I am trying to arrange a meeting now.)

If we are not held to the Congressional review period, I believe we can engage the Assistant Secretary of State and others to demonstrate the timely nature of the re-export approval and that we can plan to move the first two aircraft by the end of this month. If we are held to the Congressional review period, then we are making plans to apply to the Department of State for a "waiver," as noted in the U.S. regulations governing ITAR and the Arms Control Export Act.

Imam, we are pouring over every legal avenue to approach State and looking to political avenues as well on this matter. We are working without any limitation to meet the needs of the client.

As soon as I have any indication from State, I will call you w/o regard to the time.

Thank you for your continued support in this matter. I know what is on the line. And, I appreciate your difficult position.

Jeff

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JSR

FILE COPY

UNCLASSIFIED

LICENSE NUMBER: BA-L0061-05

OFFICIAL DEPARTMENT OF DEFENSE POSITION FOR MUNITIONS CASE BA-L0061-05

SAVE DATE: 21 Dec 2005

LICENSE NUMBER: BA-L0061-05 DEFENSE CODE: A: Approve

POSITION: (U)No objection.

UNCLASSIFIED

AP/RA
DRU/MLA

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 711

PSI-State_Dep't-03-0057

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568401.797

The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

December 13, 2005

H.H. Prince Abdurrahman Al Faisal
The Royal Saudi Air Force Commander
Post Office Box 450
Riyadh 11411
Kingdom of Saudi Arabia

Your Highness:

As you are aware, the Grace Group LLC is a licensed broker for the Gabonese government. The Grace Group LLC is currently seeking to facilitate the transfer of six C-130 cargo aircraft between the Royal Saudi Air Force and the Gabonese government.

Because the re-export of these military items falls under specific U.S. law regarding their transfer, the Grace Group LLC has been instructed by the U.S. Department of State to seek a letter of application from an authorized Saudi official requesting a re-export license. Please note that a draft copy of this letter has been provided to General Hamid Bakhsh. Please also note that this license would be required for any re-export of these six air craft from Saudi Arabia to any other country.

The Department of State has advised the Grace Group LLC that, under U.S. law, a request for re-export cannot be made by the Grace Group LLC and must be signed by an authorized Saudi official.

Therefore, I would like to very respectfully request Your Highness' assistance in this matter and would welcome the identification of the Saudi official authorized to sign the required documentation. Upon receipt, the Grace Group will submit this final document to the Department of State and proceed with the purchase process of these six air craft, as outlined in other written agreements, without delay.

I trust that you will recognize General Bakhsh as the authorized representative of the Grace Group LLC.

In advance, I thank you for your kind attention to the matter.

Very sincerely yours,

Jeffrey C. Birrell
President & Sr. Managing Member

CC: Roy Morris, Esq.
James Reed, Esq.

El Hadj Abass Haidara Cherif

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 713

GRACE 0569

ph44585 on D330-44585-7600 with DISTILLER
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WireHouse - Message Details MID: 20051216130405AR

Beneficiary: HAMID MOHAMMAD HAKEEM BAKHSH
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: ANISSA
Message St: COMPLETE
Value Date: 12/16/2005
Date:: 12/16/2005
Time:: 13:04:06
Amount:: 184000.00
URC::
Test Key:: 0
Branch Cod: 001BR00951
Fee::
Pin::
ExtRef::
Skpcllbck:: N
Skiphost:: N
Tkprefix::
Trancode::

Version:: 0
Sender ABA: [redacted]
Sender Nam: UNITED BANK FX
Receiver A: 000000000
Receiver N: INTERNATIONAL WIRE
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 184000.00
Reference:: [redacted]
ORG Idcode:
ORG Id::
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:
IBK Addres:

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 714

e: April 23, 2007 11:05:00 AM

psi-ub-000448

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568401.799

WireHouse - Message Details MID: 20051216130405AR

BBK Idcode:
BBK Id::
BBK:: NATIONAL COMMERCIAL BANK
BBK Addres: KING FAHAD DIST BRANCH 251 PO BOX
BBK Addres: 23828
BBK Addres: RIYADH SAUDI ARABIA
BNF Idcode: AC
BNF Id:: [redacted]
BNF:: HAMID MOHAMMAD HAKEEM BAKHSH
BNF Addres:
BNF Addres:
BNF Addres:
RFB::
OBI:: SEQ# 4187 PURPOSE : CONSULTANT FEE AIR CRAFT PURCHASE ADDI'INFO 00966 1450 2007 /CONTACT PERSON THE OPRATION MANAGER EXT 210/220
BBI::
As of reas:
As of date:
Reference:
IMAD::
OMAD::
Charges::
CrAcctyp:: GLA
Free text1:
Free text2:

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Printed By: Page UNITED BANK Date: April 23, 2007 11:05:00 AM

psi-ub-000449

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00279 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

FROM :HHB FAX NO. :966126931786 Dec. 29 2005 01:50PM P1

Mr. Jeffrey C. Birrell
President & Sr. Managing Member
The Grace Group, LLC

RSAF Letter's Translation

Ref. # 4/4/5/6/3864 Dated 22/11/1426 (24/12/2005)

To: The Saudi Arabian Defense Attaché in Washington

Following our letter No. 4/4/5/6/3273 dated 24/9/1426 (27/10/2005) concerning the RSAF wish to sell (6) C-130E to the Grace Group LLC whom will do all the contracting instead the Gabon Government .
So please communicate with the United State Government and pass the Saudi Arabian government wish to sell the above mentioned aircraft to the Gabon Government, and request US Government to grant their approval for reexport License to Grace Group LLC, and please communicate directly with the company concerning all information to speed up the issue of the license, on the following address:

1239 Beverly Road, McLean,
Virginia 22101,
Telephone & Fax : + 1703 821 0858
E-mail : GraceGroupLLC@AOL.com

And notify us urgently to complete the necessary action.

Major General
The RSAF Commander

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 714

GRACE 0571

FROM :HHB FAX NO. :966126931786 Dec. 29 2005 01:50PM P2

٤٨٦٤

عبدالله بن عبدالرحمن الطيار
إدارة المشتريات / العقود والمساعدة

سري / عاجل جداً

الملحق العسكري السعودي بواشنطن

السلام عليكم ورحمة الله وبركاته

الحاقاً لمكاتبنا رقم ٤/٤/٥/٦/٣٢٧٣ وتاريخ ٢٤ رمضان ١٤٢٦هـ المتضمن رغبة القوات الجوية في بيع عدد (٦) طائرات نوع (سي -١٣٠)عن طريق شركة (Grace Group,LLC) والتي ستقوم بمكامل إجراءات التعاقد نيابة عن حكومة الجابون .
عليه نأمل مخاطبة الجانب الأمريكي حيال رغبة الحكومة السعودية بيع الطائرات المذكورة لدولة الجابون وطلب موافقتهم على حصول الشركة لشهادة اعادة تصدير حكما نأمل مخاطبة شركة (Grace Group,LLC) مباشرة عند الحاجة لاي معلومات ترون انها تساعد على سرعة اصدار هذه الشهادة على العنوان التالي :

1239 Beverly Road, McLean,
Virginia 22101
Telephone and Fax: +1 703 821 0858
E-mail: GraceGroupLLC@AOL.com

وإشعارنا عاجلاً حتى يتسنى لنا إكمال اللازم . والسلام عليكم

الفريق الركن

عبدالرحمن بن فهد النجيمل

568401.801

The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

Document: Background Documentation

Topic: Gabonese Acquisition of Six Lockheed C-130 E Hercules Air Craft
-- Compliance with U.S. Department of State Brokering Proviso --

Distribution: **Confidential**

Date: March 8, 2006

The Government of the Gabonese Republic appointed The Grace Group, LLC, at the above address, and physically located at 1101 30th Street, Suite 310, Washington, D.C. 20007, Telephone: (202) 625-8360 Fax: (202) 625-8361, as its "Broker" for the acquisition of two (2) Lockheed C-130 B/E Hercules air craft.

On July 29, 2005, The Grace Group, LLC filed a "Statement of Registration" with the U.S. Department of State. In due course, The Grace Group, LLC was provided a Brokering Registration Code: K-1117.

Pursuant to Section 129.9 of the International Traffic in Arms Regulations (ITAR), The Grace Group, LLC filed an annual Brokering Report with the Office of Defense Trade Controls Compliance (DDTC), U.S. Department of State, and is otherwise in full compliance with all U.S. laws and regulations regarding to its brokering activities.

In September 2005, members of The Grace Group, LLC, and the firm's legal counsel, traveled to Saudi Arabia and met with senior officials of the Royal Saudi Air Force (RSAF) to discuss the availability of its C-130 air craft. It was determined that the RSAF had six (6) C-130 B/E air craft for sale and that these air craft were to be offered as a complete set of six.

In October 2005, The Grace Group, LLC applied to the U.S. Department of State for re-export of all six of the C-130 air craft from the RSAF to a private concern in Gabon. This re-export request (BA L0039-05) was "Denied and Returned" on the basis of, "Commercial ownership...is inconsistent with the provisions of the Arms Export Control Act."

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 715

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In response, a modified Brokering Request was submitted to the Department of State and noted that the request was for a government-to-government transfer of the six C-130 air craft. On November 14, 2005, a "Prior Approval Application" was made for a government-to-government re-export. On January 17, 2006, Case BA-L0061-05 was approved by the Department of State.

In February 2006, members of The Grace Group, LLC returned to Saudi Arabia and obtained a signed and official "Re-export Request" from the Commander of the Royal Saudi Air Force.

On February 23, 2006, the official request from the RSAF was supplied to the Office of Defense Trade Controls, U.S. Department of State, along with the signed "Nontransfer and Use Certificate" (DSP-83) as executed by the Government of the Gabonese Republic. The original copies of this information were supplied by the Royal Embassy of Saudi Arabia to the Department of Defense, Office of the Secretary of the Air Force, and were transmitted onward to the Department of State, office of DDTC.

As of this date, final U.S. Government approval of the re-export is pending. It is expected that the Department of State will approve the re-export in the near-term and forward this matter to the U.S. Congress, as required under Arms Export Control Act. Upon notification of approval, the six C-130 air craft will be transferred from Saudi Arabia to Gabon and will be put into service by the Government of the Gabonese Republic.

Inasmuch as the six C-130 air craft outweigh the current cargo and other lift capacity needs of the Gabonese Government, and as the Department of State approved the Brokering Request of these air craft on the proviso that the air craft would be used for, among other purposes, "Support for regional peacekeeping missions," The Grace Group, LLC has been directed by the Government of the Gabonese Republic to seek out uses that support the brokering approval, as stipulated by the U.S. Department of State.

Therefore, The Grace Group, LLC has sought out a meeting at the United Nations to determine how the Government of the Gabonese Republic can best make the C-130 air craft at its near-term disposal available to the United Nations in support of the United Nations' peacekeeping efforts in Central Africa or in other geographic areas.

End.

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1022

THE GRACE GROUP LLC
CLIENT ESCROW ACCOUNT
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 2/19/2008 — 951

PAY TO THE ORDER OF Hamid Barkish — $ 50.00

fifty thousand — DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR Consulting Service

⑈001022⑈ ⑆[redacted] 0043899095⑈ ⑈0005000000⑈

⑆[redacted] 43899095⑈ ⑈0005000000⑈

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 715

GRACE 0080

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568401.804

4/4/5/6
الرقم :
التاريخ :
المرفقات :
الموضوع : C-130 Sale

المملكة العربية السعودية
وزارة الدفاع والطيران والمفتشية العامة
القوات الجوية الملكية السعودية
HEADQUARTERS RSAF
CHIEF LOGISTICS & SUPPLY
DIRECTORATE OF PROCUREMENT

Mr. Peter J. Berry
Director, Office of Defense Trade Controls Licensing
Directorate of Defense Trade Controls
Bureau of Political Military Affairs
U.S. Department of State
Washington, DC 20522-0112

Dear Mr. Berry:

Greetings: The Kingdom of Saudi Arabia hereby submits this request for authorization from the United States Government to re-export six C-130E aircraft from Saudi Arabia to the Government of the Gabonese Republic. This request relates to the approved Brokering case No. BA-L0061-05.

The articles to be re-exported are six C-130E cargo aircraft with Royal Saudi Air Force tail numbers of 451, 455, 466, 479, 481, and 1609. These aircraft were sold to the Government of the Kingdom of Saudi Arabia in a direct commercial sale by the Lockheed Martin Corporation in the United States. The Gabonese Ministry of Defense will be the end-user of these C-130E aircraft. We understand that the aircraft will be used by the Gabonese Government to support the missions outlined in the Brokering request.

A signed DSP-83 Nontransfer and Use Certificate from the Government of the Gabonese Republic is attached to this request.

I hereby state that I am an authorized senior official of the Government of the Kingdom of Saudi Arabia and that the natural person signing this letter is a citizen of the Kingdom of Saudi Arabia.

Furthermore, in accordance with ITAR Section 130.2, I hereby certify that neither the applicant or its vendors have paid, or offered to pay, in respect of any sale for which a license or approval is requested, political contributions or fees or commissions in the amounts specified in 22 CFR 130.9(a).

Regards,

Abdul Rahman bin Fahd Al-Faisal
Lieutenant General
Commander, Royal Saudi Air Force

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 716

GRACE 0806

ph44585 on D330-44585-7600 with DISTILLER
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568401.805

U.S. Department of State
UNITED STATES OF AMERICA
NONTRANSFER AND USE CERTIFICATE

1. This certificate is submitted in connection with export application no. _____

OMB No. 1405-0021
EXPIRATION DATE: 07-31-2005
ESTIMATED BURDEN: 1 Hour
Instruction Page

2. Name of United States applicant: GRACE GROUP LLC

3. Name of foreign end-user: GABONESE GOVT

4. Country of ultimate destination: GABON

5. Articles/data
We certify that we have placed an order with the person named in item 2 for the following articles/data in the quantity and value shown below:

QUANTITY	ARTICLES/DATA DESCRIPTION	VALUE (U.S. $)
SIX (6)	C130E CARGO AIR CRAFT ROYAL SAUDI AIR FORCE TAIL N° - 451 479 455 481 476 1609	

6. Certification of foreign consignee
We certify that we are importing the articles/data listed in item 5 for delivery to the end-user in item 3. Except as specifically authorized by prior written approval of the U.S. Department of State, we will not re-export, resell, or otherwise dispose of any of those articles/data (1) outside the country in item 4 above, or (2) to any person, including the end-user, if there is reason to believe that it will result, directly or indirectly, in disposition of the articles/data contrary to the representations made in this certificate by any party. We further certify that all of the facts contained in this certificate are true and correct to the best of our knowledge and belief and we do not know of any additional facts that are inconsistent with this certificate. We will promptly send a supplemental certificate to the U.S. applicant in item 2 disclosing any change of facts or intentions set forth in this statement.

Sign here in ink _____ Signature of Official, Foreign Consignee _____ Date Signed (mm-dd-yyyy)

Type or print _____ Name & Title of Signer _____ Seal

7. Certification of foreign end-user
We certify that we are the end-user of the articles/data in item 5. Except as specifically authorized by prior written approval of the U.S. Department of State, we will not re-export, resell, or otherwise dispose of any of those articles/data (1) outside the country in item 4 above, or (2) to any person. If the end-user is a foreign government, we certify that we will observe the assurances contained in item 8. We further certify that all of the facts contained in this certificate are true and correct to the best of our knowledge and belief and we do not know of any additional facts that are inconsistent with this certificate.

Sign here in ink _____ Signature of Official, End-User _____ Date Signed (mm-dd-yyyy)

Type or print EKOMI CONSTANT chef d'etat MAJOR A. AIR _____ Name & Title of Signer _____ Seal 14-4-05

8. Certification of foreign government
We certify that we will not authorize the re-export, resales or other disposition of the articles/data authorized in item 5 outside the country in item 4 without prior written approval of the U.S. Government. If the articles/data are for use by our "armed forces" (i.e., army, navy, marine, air force, coast guard, national guard, national police, and any military unit or military personnel organized under or assigned to an international organization), we certify that we will use the authorized articles/data: (a) for the purposes specified in the Mutual Defense Assistance Agreement between the U.S. Government and this government; (b) for the purposes specified in any bilateral or regional defense treaty to which the U.S. Government and this government are both parties, if such treaty is applicable; or (c) for internal security, individual self-defense, and/or civic action, if subparagraphs (a) and (b) are inapplicable.

Sign here in ink _____ Signature of Government Official _____ Date Signed (mm-dd-yyyy)

Type or print GAL EKOMI CONSTANT chef d'etat MAJOR A. AIR _____ Name & Title of Signer _____ Seal 14-4-05

9. We certify that no corrections, additions or alterations were made on this form by us after it was signed by the foreign consignee, end-user or foreign government.

Sign here in ink _____ Signature of Applicant _____ Date Signed (mm-dd-yyyy)

Type or print _____ Name & Title of Signer _____ Seal

DSP-83
07-2005

Page 1 of 1

GRACE 0807

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00284 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.806

FROM :HMHB FAX NO. :966126937B6 Dec. 03 2006 12:58PM P1

English Translation

Doc. Number: 4/4/5/6/10542
Date : 03/12/2006 (12/11/1427)
Subject: Selling RSAF Aircraft

To: Jeffrey C. Birrell
President & Sr. Managaing Member
The Grace Group, LLC
Fax : 703 821 0858

1. Reference: Your Letter Dated 9th Oct. 2006 which you requested to meet with our specialist to finalize signing the contract to sell of 6 RSAF C-130E's Based on your offer (Dated 25 Oct.2005). Value ($27,600,000)Twenty Seven and Six hundred US Dollars. Which had been accepted by RSAF Chief of air logistics # (4/4/5/6/9005 dated 23 Ramadan 1426 .
2. You are requested to come to Kingdom of Saudi Arabia to finalize signing the contract and Pay value of the six Aircraft ($27,600,00) Twenty seven million six hundred thousand US Dollars upon signing the contract within Five Days from this letter date. Or your offer will be Invalid.

All aircraft will be received by one month from signing the contract.

Best regards

Lt General

Abdurrahman Bin Fahad Al Faisal
Royal Saudi Air force Commander

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 717

GRACE 0718

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00285 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.807

Fax: 703-449-1190

UNITED BANK
INTERNATIONAL WIRE TRANSFER AUTHORIZATION

DATE OF WIRE: 4/11/2006 RECEIVED: ☐ IN PERSON ☒ BY FAX ☐ BY TELEPHONE

REQUESTOR (CUSTOMER): JEFFREY C. BIRRELL

COMPANY REQUESTING: THE GRACE GROUP, LLC

CUSTOMER VERIFICATION: ☐ SIGNATURE CARD ☐ OTHER (INDICATE):

WITHDRAWABLE BALANCE $: IF OVERDRAWN, ADD'L APPROVAL:

CALLBACK TO: JEFF BIRRELL @ 202-[redacted] Cell

DATE & TIME OF CALLBACK: ASAP

AMOUNT OF WIRE: $ 124,152.00/100 TYPE OF CURRENCY: USD

EXCHANGE RATE (FOR WIRE AREA) N/A U.S. $ AMOUNT: SAME

DEBIT ACCOUNT NAME: THE GRACE GROUP LLC "CLIENT ESCROW ACCT"

DEBIT ACCOUNT #: 00-4389-90 95

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CREDIT ACCOUNT #: [redacted]

CREDIT ACCOUNT NAME: AL AHNAF TRADING, EST.

RECEIVING BANK NAME: AL BANK AL SAUDI AL FRANSI - JEDDAH MAIN BRANCH

SWIFT/BANK CODE: BSFRSARI

BANK'S ADDRESS: JEDDAH MAIN BRANCH,

CITY & COUNTRY OF BANK: JEDDAH, SAUDI ARABIA

ADDITIONAL WIRE INFORMATION: CALL DAN KRISHNAN @ 966-268-21-124

PURPOSE OF WIRE: SOFAB AEROSPACE INVOICE : ATTACHED

CUSTOMER SIGNATURE (IF APPL): [signature]

BANK EMPLOYEE SIGNATURE: COST CENTER#:

ADDITIONAL APPROVAL: REFERENCE#:

FOR WIRE TRANSFER OPERATIONS USE ONLY

WIRE OPERATOR: REVIEWED BY:

WIRE OPERATOR CALLBACK TO:

DATE & TIME OF CALLBACK:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 718

SOFAB INVOICE ATTACHED

GRACE 0217

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00286 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.808

United States Department of State

Bureau of Political-Military Affairs
Directorate of Defense Trade Controls

Washington, D.C. 20520-0112

APR 21 2006

In Reply Refer to
DTC Case No. **GC-0247-06** (Interim Response Only)

Dear Mr. Birrell:

Reference is made to your letter, dated February 23, 2006, in which you requested Department of State authorization to permanently re-export six (6) C-130E aircraft with tail numbers 451, 455, 466, 479, 481, and 1609, valued at $27.6 million, from the Government of the Kingdom of Saudi Arabia to the Government of Gabon for the purposes approved in brokering request BA-L0061-05.

The Department of State has no objection in principle to approving the re-export of these six (6) C-130E aircraft from the Government of the Kingdom of Saudi Arabia to the Government of Gabon. This transaction, however, does require Congressional Notification. We are in the process of informing Congress of this transaction and we will advise you when final approval can be given.

If you have any questions or concerns, please contact Jo-Anne Riabouchinsky of this office at 202-663-1282.

Sincerely,

Susan M. Clark, Acting
Director
Directorate of Defense Trade Controls
Licensing

Page 01 of 01

Mr. Jeffrey C. Birrell
The Grace Group, LLC
1101 30th Street, N.W.
Suite 500
Washington, D.C. 20007

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 719

GRACE 0556

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00287 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.809

JSR

FILE COPY

UNCLASSIFIED

LICENSE NUMBER: GC-0247-06

OFFICIAL DEPARTMENT OF DEFENSE POSITION FOR MUNITIONS CASE GC-0247-06

COUNTRIES: GABON

APPLICANT NAME: GOVERNMENT OF SAUDI ARABIA / THE GRACE GROUP. LLC

SAVE DATE: 12 Apr 2006

LICENSE NUMBER: GC-0247-06 DEFENSE CODE: A: Approve

POSITION: (U)No objection.

UNCLASSIFIED

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 719

PSI-State_Dep't-03-0083

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00288 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.810

Riabouchinsky, Jo-Anne

From: Davis, Terry L
Sent: Wednesday, April 19, 2006 12:57 PM
To: Riabouchinsky, Jo-Anne
Subject: FW: C130 Re-export

Apparently some push from the hill to get this one. Send me yiour draft ASAP.

-----Original Message-----
From: Cooper, John M(H)
Sent: Wednesday, April 19, 2006 12:23 PM
To: Davis, Terry L(SA-1 Rm H1200)
Subject: Re: C130 Re-export

Terry,

Can you get it to me by tomorrow so that I can send to the Hill this Friday?

John

-----Original Message-----
From: Davis, Terry L(SA-1 Rm H1200) <DavisTL@state.gov>
To: Cooper, John M <CooperJM2@state.gov>
Sent: Wed Apr 19 10:53:25 2006
Subject: RE: C130 Re-export

Should be drafted and out this week which would b ring it to possible middle of next week to come over to you.

-----Original Message-----
From: Cooper, John M(H)
Sent: Wednesday, April 19, 2006 10:52 AM
To: Davis, Terry L(SA-1 Rm H1200)
Subject: Re: C130 Re-export

That is what I thought. What is the time frame?

-----Original Message-----
From: Davis, Terry L(SA-1 Rm H1200) <DavisTL@state.gov>
To: Cooper, John M <CooperJM2@state.gov>
Sent: Wed Apr 19 10:35:01 2006
Subject: RE: C130 Re-export

Officer is drafting the notification which will have to go out for clearance before we can get it to you. We have always treated reexports as subject to notification.

-----Original Message-----
From: Cooper, John M(H)
Sent: Tuesday, April 18, 2006 3:44 PM
To: Davis, Terry L(SA-1 Rm H1200); Cooper, John M
Subject: Fw: C130 Re-export

Terry,

Can you give me an update on this case? Also, is this a retransfer and does it need Congressional approval?

John

-----Original Message-----

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 720

PSI-State_Dep't-03-0086

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00289 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.811

From: JCBIRRELL@aol.com <JCBIRRELL@aol.com>
To: Cooper, John M <CooperJM2@state.gov>
CC: Callahan, Thomas <CallahanT@state.gov>; jreed@rhoadsreed.com <jreed@rhoadsreed.com>
Sent: Tue Apr 18 15:31:53 2006
Subject: C130 Re-export

John:

Thank you for your call. The following is an email from me to the USAMB Gabon (Barrie Walkley) and from my attorney Col. Jim Reed to me on this matter of the C130 re-export approval from Saudi to Gabon. (Case Number: GC0247-06)

As noted, this C130 re-export has been approved but we've be at this for nearly a year. If the approval now moves thru the Congressional notification process, I believe that both the Saudi government and the Gabonese government will abandon the effort.

On a policy level, these air craft will be used for humanitarian purposes in Central Africa (the Darfur) and for other important peacekeeping efforts. They will be used in cooperation with EUCOM and are urgently needed. Gabon is a friendly nation to the United States and cooperates closely with the USG on political and military matters.

The legal argument for non-Congressional notification is outlined by my attorney.

I have asked Ambassador Walkley to again contact Mr. Davis and press this point. The Ambassador has been in touch with the Assistant Secretary for State for Africa.

I have spoken with Col. Scharfen, Legal Counsel and Dep. Chief of Staff for Chairman Hyde about the C130 notification matter. He could be a point of important reference. I have asked to Col. to call Tom Callahan.

If there can be some discretion exercised by State or if we can get this already approved transaction on the fast track, it will be to the benefit of all concerned. Thanks very much for your efforts in that regard.

Best,

Jeff

Sent by:

Jeffrey C. Birrell
President & Sr. Managaing Member
The Grace Group, LLC
1101 30th Street
Suite 310
Fifth Floor Reception
Washington, D.C. 20007
GRACEGROUPLLC@AOL.COM
JCBIRRELL@AOL.COM
T. (202) 625-8360
F. (202) 625-8361
C. (202) 716-2000

U.S. Department of State Broker Registration Code (K-1117)

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568401.812

AMB Walkley:
WalkleyBR@state.gov

I trust that you are well.

Last week, I rec'd notification from the Licensing Officer at State (Joanne Riabouchinsky) that the C130 re-export had been approved and that she would issue the letter of approval by latest on Monday.

It now seems that Terry Davis believes this must go to the Congress. My lawyer and others believe that State has discretion here and that the request does not need to go to the Hill. (The point here is that this is a re-export and not an export. The air craft have been owned by the RSAF for over 25 years and the re-export has been approved by DOD and State).

My lawyer spoke with Turk Maggi on this matter and there was a partial meeting of the minds. However, Maggi is out for a week of and this is in Terry Davis' hands.

If the now-approved re-export is tossed up to the Hill, the deal is dead. President Bongo will just back out and all of this will have been for nothing. Worse than that, the President will see this as another indication of his lesser status in Washington and it will prove to be problematic in other areas. And after all, these air craft will be put to good use -- as we have discussed on many occasions.

I hope you can help. I am on cell (202) 716-2000 -- 24 hours a day.

Jeff

Forwarded Message:

Subj: Update on Status of Saudi Reexport Request
Date: 4/18/2006 11:04:41 A.M. Eastern Standard Time
From: jreed@rhoadsreed.com
To: JCBIRRELL@aol.com
CC: rmorris@cmgpc.com, prhoads@rhoadsreed.com
Sent from the Internet (Details) <aolmsg://03b82448/inethdr/2>

Jeff:

As you know, the interagency staffing of the Saudi reexport request has been completed and all offices have recommended approval of the request - the only step that should remain is formal approval by the Directorate of Defense Trade Controls.

Unfortunately, DDTC appears to have decided that this reexport request must be notified to the Congress. When congressional notification occurs, Congress must be allowed 30 days, in session, to review the request, and there's no indication when notification to the Hill might occur. Thus, if DDTC proceeds with such notification, we could be talking additional months of delays, depending upon the DDTC and congressional schedules.

It's our position that congressional notification is not mandated in a reexport case such as this. Both the Arms Export Control Act (Sec. 36(c)) and the ITAR (Sec. 123.15) require notification to Congress "for a license for the export of any major defense equipment sold under a contract in the amount of $14,000,000 or more." (Emphasis added) Notification is not specifically required for reexport cases - and the ITAR clearly specifies both "export and reexport" for other requirements where the intent is to apply to both cases. Thus, I

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568401.813

think it's clear that DDTC has discretion here. There's nothing that I am aware of that requires DDTC to read the law more broadly that the Congress wrote it.

I am pressing for a face-to-face meeting with Turk Maggi, the Managing Director at DDTC (202-663-2861) and/or with Terry Davis, DDTC's expert on congressional notification (202-663-2739). I'd like to have the Saudi Air Attache accompany us to that meeting.

Anything that you might be able to do to help advance this position within State would certainly be helpful at this point.

Best regards,

Jim Reed

James W. Reed

Rhoads & Reed PLLC

6291 Red Fox Estates Court

Springfield, VA 22152

Tel: (703) 451-1194

Fax: (703) 451-1399

jreed@rhoadsreed.com

ph44585 on D330-44585-7600 with DISTILLER

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568401.814

Case GC0247--06/DDTC Case #022-06
Retransfer of 6 C-130 planes from Saudi Arabia to Gabon.

H Questions:

(4) Which specific regional peacekeeping missions in which Gabon will participate will they use these C-130Es?

While the Gabonese government has not earmarked the use of these C-130 aircraft for any specific peacekeeping mission at this time, it could use the aircraft to provide troop and equipment airlift support for its participation in peacekeeping operations. Specifically, Gabon provides key support in the Multinational Force of the Economic and Monetary Community of Central Africa (FOMUC) operations in the Central African Republic. Gabon provides approximately 380 troops to FOMUC, which is providing an important stabilization role in this insecure part of the continent. Gabon is a key member of the Central African Brigade of the AU's Standby Force; airlift is an important capability for this brigade structure.

Gabon hopes to expand its peacekeeping capabilities and is currently the only Central African country participating in the Department of State's Africa Contingency Operations and Training Assistance (ACOTA) program. ACOTA is designed to train and equip African militaries so that they can serve as peacekeepers. Because Gabon is an island of stability in a turbulent region, enhancing Gabon's peacekeeping capabilities is essential to U.S. interests in the area.

Finally, Gabon hosts a USG intermediate staging base (ISB), which is a logistics support base for deploying units in transit to another mission and can be used to evacuate civilians, including Americans, during periods of conflict in Central Africa.

(5) Since a C-130 is not typically described as an aircraft usable in SAR mission, in what particular SAR capacities does the GOG plan on using these planes?

While the C-130 is not typically used as a search and rescue (SAR) aircraft, it has many features that allow it to support SAR operations, such as its ability to take off and land on unprepared and short runways and its ability to fly at low altitudes at relatively high speeds. The latter quality will help the Gabonese government sight any lost vessels in their maritime waters. Gabon has few to no other planes capable of conducting SAR missions. By purchasing these C-130s, Gabon will be able to improve its peacekeeping capabilities and have a platform for SAR.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 722

PSI-State_Dep't-03-0102

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568401.815

Drafted: AF/C: Madeeha Ashraf
x7-1637 5/17/06

Cleared: AF/C: ACNewton (ok)
AF/RSA: MBittrick (ok)
AF/RSA: KMoody (ok)

PSI-State_Dep't-03-0103

ph44585 on D330-44585-7600 with DISTILLER

568401.816

Subj: . **Re: Saudi Re-export (C130)**
Date: 5/1/2006 8:06:34 A.M. Eastern Standard Time
From: CooperJM2@state.gov
To: JCBIRRELL@aol.com

Jeff,

Still in the preconsul process. Late last week, one of the staffers had some questions:

(1) Why does the RSAF no longer need these C-130Es;
(2) Why are you submitting pursuant to *36*(d), and not *3*(d)?
(3) Has Gabon or will Gabon execute necessary DSP-83(s) before the retransfer is made?
(4) Which specific regional peacekeeping missions in which Gabon will participate will they use these C-130Es?
(5) Since a C-130 is not typically described as an aircraft usable in SAR missions, in what particular SAR capacities does the GOG plan on using these planes?
(6) On what date did RSAF submit the request for the re-transfers to Gabon?
(7) Has RSAF asked previously for any retransfers in respect of these aircraft?
(8) What was the original acquisition cost to GOSA/RSAF?

DDTC is working to secure the answers. I will let you know as the case moves closer to formal notification.

John

----Original Message----
From: JCBIRRELL@aol.com <JCBIRRELL@aol.com>
To: Cooper, John M <CooperJM2@state.gov>
Sent: Mon May 01 06:58:56 2006
Subject: Saudi Re-export (C130)

John:

Good morning. I've just come back from Riyadh where I had meetings with the RSAF Commander.

Can you please tell me if the re-export request for the 6 C-130s has gone to the Congress and if so, is there a point of contact?

The Saudi Defense Attache (Col. Ali Alrakaf) has asked me to call him today with that information.

Thanks very much.

Jeff

Sent by:

Jeffrey C. Birrell
President & Sr. Managaing Member
The Grace Group, LLC
1101 30th Street
Suite 310
Fifth Floor Reception
Washington, D.C. 20007
GRACEGROUPLLC@AOL.COM
JCBIRRELL@AOL.COM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 722

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568401.817

The Grace Group, LLC.
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C: (202) 716-2000
U.S. Department of State Broker Registration Code (K-1117)

May 2, 2006

Col. Ali S. Alrakaf, Defense Attaché
Royal Embassy of Saudi Arabia
By Fax (202) 298-0437

Col. Ahmed Al-Qahtani, Air Attaché
Royal Embassy of Saudi Arabia
By Fax: (202) 298-8566

1001 30th Street, Northwest
Washington, D.C. 20007

Dear Sirs:

I have just returned from Riyadh. I had a series of meetings with the senior RSAF officials pursuant to the re-export of the (6) C130 aircraft. I spoke directly with both the RSAF Commander and Major General Kattoa.

As you are aware, the Department of State, Office of the Directorate on Defense Trade Controls, has approved the re-export of the six aircraft to Gabon. I have provided correspondence to you on this matter. The Department of State is now required by the provisions of the Arms Export Control Act to make an official notification to the U.S. Congress.

In furtherance of this notification, the Congress has submitted several questions to the Department of State regarding the re-export. This "preconsul" process is part of the Arms Export Control Act. From my discussions yesterday, I believe the following questions are from a senior Congressional staff member from the House of Representatives. I have been in contact with the House International Relations Committee. Additional and similar questions may be forthcoming from the Senate Foreign Relations Committee.

As you will note, these questions are procedural and factual in nature. These questions do not point to any controversy about the re-export and I have been advised that this exercise is necessary to start the 30 day notification process.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 722

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GRACE 0819

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568401.818

If you can assist me in answering the questions as noted, your effort will speed this phase. I will provide the overall coordination of information from my end between State, the two Congressional Committees of jurisdiction, the DDTC, the Gabonese Government and the U.S. Embassy in Libreville.

The questions posed are as follows:

Still in the preconsul process. Late last week, one of the staffers had some questions:

(1) Why does the RSAF no longer need these C-130Es;

My Comment: This can be a simple one or two line response from the RSAF.

(2) Why are you submitting pursuant to *36*(d), and not *3*(d)?

My Comment: This is a question for DDTC.

(3) Has Gabon or will Gabon execute necessary DSP-83(s) before the retransfer is made?

My Comment: Gabon has executed all necessary re-export documentation including the DSP-83. The DSP-83 was signed in November 2005.

(4) Which specific regional peacekeeping missions in which Gabon will participate will they use these C-130Es?

My Comment (A): Pursuant to the January 11, 2006 Brokering Approval letter from the DDTC, it is noted that the Gabonese Government will use the C130 aircraft, "to support the following missions," including, "regional peacekeeping missions." While no specific use has been identified, it is the intent of the Gabonese Government to make these assets available in support of such missions and in cooperation with the United States Government.

My Comment (B): This matter will likely be to referred to the U.S. Embassy in Libreville. The answer comports with the approved Brokering Agreement.

(5) Since a C-130 is not typically described as an aircraft usable in SAR missions, in what particular SAR capacities does the GOG plan on using these planes?

My Comment: While not the ideal aircraft, the C-130 can be used for SAR missions. The Gabonese Government otherwise lacks any SAR capacity or coastal/border capability. Therefore, these aircraft may be used to assist in SAR missions.

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568401.819

Col. Ali S. Alrakaf, Defense Attaché
Col. Ahmed Al-Qahtani, Air Attaché
May 2, 2006
Page 3

(6) On what date did RSAF submit the request for the re-transfers to Gabon?

My Comment: On April 4, 2006, Abdual Rahman bin Fahd Al-Fasial, Lt. General, Commander RSAF submitted a letter of re-export authorization to the Mr. Peter J. Berry, Director, Office of DDTC.

(7) Has RSAF asked previously for any retransfers in respect of these aircraft?

My Comment: The RSAF should respond specifically to this question and refer only to the six aircraft that have been identified for re-export.

(8) What was the original acquisition cost to GOSA/RSAF?

My Comment: This question can only be answered by the RSAF.

DDTC is working to secure the answers. I will let you know as the case moves closer to formal notification.

I will be in touch with you directly on this matter as your schedule allows.

My best personal and professional regards; I remain,

Very sincerely yours,

Jeffrey C. Birrell
President & Sr. Managing Member

CC: Barrie Walkley, U.S. Ambassador, Libreville
James Reed, Esq.

GRACE 0821

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00298 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.820

2

Jeffrey C. Birrell (Grace Group) letter to Saudi Defense Attaché Dated May 2, 2006

Query	Grace Comment	RSAF Response
1. Why does the RSAF no longer need these C-130Es?	Needs a simple response – 1 or 2 lines	These 6 C-130E models are too old for RSAF needs and RSAF has plans to replace them with newer models at some time in the future.
2. Why are you submitting pursuant to 36(d), and not 3(d)?	For DDTC (Dept of State)	N/A (Not applicable)
2. Has Gabon or will Gabon execute necessary DSP-83(a) before the transfer is made?	Gabon has done this and DSP-83(a) granted in Nov'05	N/A
4. Which specific regional peacekeeping missions in which Gabon will participate will they use these C-130Es?	a) Partially answered in the Grace's Brokering Approval from DDTC. b) This may be referred to the US Embassy in Libereville	N/A
5. Since a C-130 is not typically described as an aircraft usable in SAR missions, in what particular SAR capacities does the GOG plan on using these planes?	The Gabonese Government otherwise lacks any SAR capacity or coasta/border capability.	N/A
6. On what date did RSAF submit the request for the re-transfers to Gabon?	On April 4, 2006, Abdul Rahman bin Fahd Al-Faisal, Lt. General, Commander RSAF submitted a letter of re-export authorization to Mr. Peter J. Barry, Director, Office of DDTC.	Grace response is accurate.
7. Has RSAF asked previously for any retransfers in respect of these aircraft?	The RSAF should respond specifically to this question and refer only to the six aircraft that have been identified for re-export.	RSAF has not previously applied for the approval to transfer the 6 C-130Es, the subject of this application.
8. What are the original acquisition cost to GOSA/RSAF?	RSAF to answer.	Not available.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 722

GRACE 0817

ph44585 on D330-44585-7600 with DISTILLER

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568401.821

1025

THE GRACE GROUP LLC
CLIENT ESCROW ACCOUNT
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 4/24/2006 68-444/560 951

PAY TO THE ORDER OF United Bank $ 9,200,000 00

Nine million two hundred thousand and 00/100 DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR C-130

⑈001025⑈ ⑆056004445⑆ 0043899095⑈ ⑈0920000000⑈

= Redacted by the Permanent Subcommittee on Investigations

We credit / debit your account.
(CIRCLE ONE)

UNITED BANK

Date 4-18-06

Reason: Transfer to Exh. March Interest
[redacted]
per Mr. Birrell Inquest

Prepared by: Br. 951

The Grace group

Tran Codes - Bank Use Only			
CREDIT		DEBIT	
30	Misc.	53	Misc.
42	Transfer	76	Transfer
07	No Hold	94	Close

Account Number 4389-9095

Tran Code → 76

Amount $ 5739257

PROOF COPY

DK001

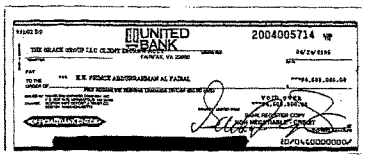
⑆056004445⑆ 43899095⑈ 76⑈0005739257⑈

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 723

GRACE 0083

ph44585 on D330-44585-7600 with DISTILLER

568401.822



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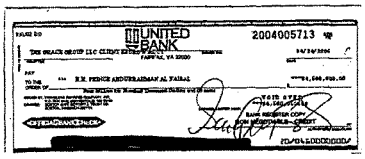

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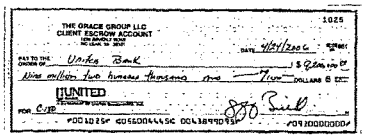

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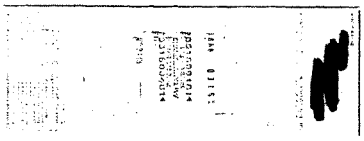

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 724

3042 0951 1133 Y

[redacted] = Redacted by the Permanent Subcommittee on Investigations

STATEMENT OF ACCOUNTS

004389-9095 X

STATEMENT FROM	PERIOD THROUGH	
4-12-06	5-10-06	0

PAGE 1 OF 1

THE GRACE GROUP LLC
CLIENT ESCROW ACCT
1239 BEVERLY ROAD
MCLEAN VA 22101-2802

2 ENCLOSURES

0

SUPER MONEY MARKET ACCOUNT ACCOUNT: 004389-9095

PREVIOUS STATEMENT BALANCE	DEPOSITS/ CREDITS 2	CHECKS/ DEBITS 2	SERVICE FEES	ENDING BALANCE
10,199,263.85	9,225,573.00	9,257,392.57	.00	10,167,444.28

ACCOUNT/INTEREST INFORMATION

INTEREST PAID THIS YEAR 132,935.68

DATE	ACTIVITY DESCRIPTION	REFERENCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	BALANCE
04-12	BEGINNING BALANCE				10,199,263.85
04-18	TELEPHONE TRANSFER DEBIT	[redacted]		57,392.57	10,141,871.28
04-24	CHECK 1025	[redacted]		9,200,000.00	941,871.28
05-01	DEPOSIT	[redacted]	9,200,000.00		10,141,871.28
05-10	INTEREST CREDIT		25,573.00		10,167,444.28
05-10	ENDING BALANCE				10,167,444.28

CHECK SUMMARY
* INDICATES SKIP IN CHECK NUMBERS

CHECK NO	AMOUNT	CHECK NO	AMOUNT
1025	9,200,000.00		

TOTAL NUMBER OF CHECKS 1 TOTAL AMOUNT OF CHECKS 9,200,000.00

*** ANNUAL PERCENTAGE YIELD EARNED DISCLOSURE FROM 4-12-06 THROUGH 5-10-06 ***
ANNUAL PERCENTAGE YIELD EARNED 4.50%
AVERAGE DAILY COLLECTED BALANCE 7,298,573.19
INTEREST EARNED 25,573.00

SERVICE FEE BALANCE INFORMATION FROM 4-12-06 THROUGH 5-10-06

AVERAGE LEDGER BALANCE	7,933,055.95	AVERAGE COLLECTED BALANCE	7,298,573.19
MINIMUM LEDGER BALANCE	941,871.28	MINIMUM COLLECTED BALANCE	941,871.28

TELEPHONE: 703-502-7200

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 726

psi-ub-000254

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00302 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.824

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(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

June 9, 2006

Col. Ali S. Alrakaf, Defense Attaché
Royal Embassy of Saudi Arabia
By Fax (202) 298-0437

Col. Ahmed Al-Qahtani, Air Attaché
Royal Embassy of Saudi Arabia
By Fax: (202) 298-8566

Dear Sirs:

It is my understanding that Col. Al-Qahtani will travel this weekend to the Kingdom. It is, therefore, the purpose of this letter to advise you as to the current status of your government's re-export request for the six C130 aircraft.

I have been in constant contact with the DDTC, the Office of Congressional Liaison, U.S. Department of State and the two committees of Congressional jurisdiction since my last communication to you.

At this writing, there is a sole individual on the House Minority Staff who has yet to respond to the DDTC on the re-export. Several efforts are underway to obtain his immediate review and approval. The re-export has been otherwise approved. It is expected that the 30-day Congressional Notification period will start ASAP and that the transfer can be completed immediately at the end of this period.

As soon as the 30-day notification period begins, I will notify your office. One week prior to the expiration of the 30-day period, I will travel to the RSAF HQ and complete the financial aspects of the transaction and affect the transfer of ownership, in keeping with our agreement and the U.S. laws governing this transfer.

I thank you for your continued assistance in this matter.

Very sincerely yours,

Jeffrey C. Birrell

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 728

ph44585 on D330-44585-7600 with DISTILLER
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[redacted] = Redacted by the Permanent Subcommittee on Investigations

Maître Meyer
4, rue Thénard – 75005 Paris
Tel.: 01 56 81 23 00 – Fax: 01 56 81 23 01
e-mail: avocatfm@[redacted]

François Meyer
Court Attorney
E 85

United States Department of State
Bureau of Political Military Affairs
Directorate of Defense Trade Controls
Washington DC 20520-0112
United States of America

Susan M. Clark
Acting Director
Directorate of Defense Trade Controls
Licensing

Paris, July 12, 2006

File: Six C 130 E Aircrafts Saudi Arabia and Republic of Gabon
Case nr.: GC-0247-06

Dear Ms. Clark:

I have been acting as the Attorney of the Republic of Gabon for several years, and in this capacity I wish to assure you that the Gabonese State is very pleased that the US Department of State is in agreement with the purchase of six C 130 E Aircrafts coming from Saudi Arabia for a total amount of USD 27.6 million.

In a letter dated January 17, 2006 under reference BA L00-6105, Mr. Peter J. Berry made known the Department of State's intention concerning use of these Aircrafts.

I assure you that the Republic of Gabon will pay close attention to the seeing that the commitments are respected. It is a great opportunity for the Republic of Gabon to contribute to the missions of the United Nations and of international bodies for the promotion of peace and development. These Aircrafts will serve as an emblematic means to this end.

I have no doubt that your Administration will provide its assistance to ensure that the missions are carried out under the best conditions and to the satisfaction of all. I wish to thank you for your confidence in the Republic of Gabon.

Sincerely, François Meyer

François Meyer
Court Attorney

Encl.: Copy of the letter to General Abdul Rahman

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 728

GRACE 0848

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00304 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
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Subj: **Re: Checking In on the Saudi C130 Reexport Case**
Date: 7/17/2006 2:24:29 PM Eastern Standard Time
From:
To:
CC:

Have not me with him yet, but it is on my to do list.

----Original Message----
From: James W. Reed <jreed@rhoadsreed.com>
To: Cooper, John M
CC: jcbirrell@aol.com <jcbirrell@aol.com>
Sent: Mon Jul 17 14:11:06 2006
Subject: Checking In on the Saudi C130 Reexport Case

Hello John:

Just wanted to check back with you following your meeting with David Fite on the Saudi C130 reexport request . . . is everyone on board now? Is there anything further that needs to be done??

We're certainly hoping that you had a successful meeting – and we appreciate all of the assistance you've given us in moving this case along.

Kind regards,

Jim Reed

James W. Reed

Rhoads & Reed PLLC

6291 Red Fox Estates Court

Springfield, VA 22152

Tel: (703) 451-1194

Fax: (703) 451-1399

jreed@rhoadsreed.com

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 728

ph44585 on D330-44585-7600 with DISTILLER

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(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

June 30, 2006

Col. Ali S. Alrakaf, Defense Attaché
Royal Embassy of Saudi Arabia
By Fax (202) 298-0437

Col. Ahmed Al-Qahtani, Air Attaché
Royal Embassy of Saudi Arabia
By Fax: (202) 298-8566

Dear Sirs:

I have today spoken with Col. Al Qarni in your mission in Washington, D.C. He has asked for an update on the reexport.

I have been in constant contact with the DDTC, the Office of Congressional Liaison, U.S. Department of State and the two committees of Congressional jurisdiction since my last communication to you. Every effort is being made to facilitate your government's reexport request to the U.S. Government.

In my contact yesterday with the Department of State, Office of Congressional Liaison, I understand that the Saudi government is very close to receiving Congressional approval and that meetings are today being held on this matter. At this writing, I am waiting for a report from the Department of State.

I have asked Col. Al Qarni to work with his counterpart at the Department of Defense and to ask the DOD to contact Mr. John Cooper at Department of State, Office of Congressional Liaison (202) 647-8025 and to relay the urgency of this matter. I also believe that your Ambassador in Washington, D.C. could be helpful.

I have today spoken with the U.S. Ambassador to Gabon. Ambassador Walkley has today met with His Excellency, El Hadj President Omar Bongo on this matter. Ambassador Walkley has also spoken to the POL/MIL officer at in the Africa Division at State and is strongly supporting this reexport.

I reiterate that we are nearly at the **end** of this process as outlined in U.S. law. Please allow this process to continue as is required by the Arms Export Control Act.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 728

GRACE 0873

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I also reiterate that the Saudi Government can assist in this effort and can advocate with the U.S. Government for its approval of this bilateral agreement.

Very sincerely yours,

Jeffrey C. Birrell

GRACE 0874

ph44585 on D330-44585-7600 with DISTILLER

568401.829

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United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

Washington, DC Office
T. (202) 625-8360
F. (202) 625-8361

July 20, 2006

Col. Ali S. Alrakaf, Defense Attaché
Royal Embassy of Saudi Arabia

Col. Ahmed Al-Qahtani, Air Attaché
Royal Embassy of Saudi Arabia

Dear Sirs:

As noted in my recent email to Col. Al-Qahtani, the consultative process between the U.S. Department of State and the U.S. Congress has ended and the formal Congressional Notification process for the re-export of the six C-130 aircraft is about to begin. As soon as this required Notification period expires, the Saudi Government will be issued a re-export license and the Gabonese Government can take ownership of the aircraft.

For you information, I have copied the text of the email exchange between myself and John Cooper.

> ***"Jeff,***
>
> ***You can use this email. The Hill has pre-cleared the case. While there always exists the possibility of a resolution of disapproval in an effort to block the sale, I would not expect one in this case. That is why we work so hard to pre-clear the cases. I will also seek to have the informal 20 day period waived; however, that might prove a stretch. Please tell the Kingdom that we appreciate their patience and support during this period of time that we worked with our Congress. This delay had nothing to do with the source of the aircraft; yet there were some issues, that have been resolved, with the destination of the planes."***
>
> ***VR, John***
>
> ***John M. Cooper***
> ***Congressional Advisor for Political - Military Affairs***
> ***United States Department of State***
> ***Bureau of Legislative Affairs***
> ***2201 C Street NW***
> ***Washington, DC 20520***
> ***(202) 647-8025***

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 729

GRACE 0767

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00308 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.830

Translation of RSAF Letter # 7511
Dated (28 Rajab 1427) 22nd August 2006

RSAF # 4/4/5/6/ 7511
Date : 28/7/71427H
SUB.: Aircraft For Sale

(Very urgent)

President & Sr. Managing Member
The Grace Group, LLC
Washington, D.C. 20007
Fax (703) 821 0858

1. Ref. Your Offer for Buying the six C-130E (which are on sale by the RSAF Dated 23 Sep. 2005) for sum of $27,600,000 USD Value each for $4,600,000 USD .

2. I would like to inform you that If you are unable to get issued the Re-export license by the US department of State in 30 days from 22nd August 2006 your Offer will be invalid. and these will be sold to other company.

Best regards.

Staff General

Abdurrahman Bin Fahad Al- faisal
Royal Saudi Air force Commander

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 731

GRACE 0757

ph44585 on D330-44585-7600 with DISTILLER

568401.831

DEPARTMENT OF STATETRANSMITTAL NO. DDTC 022-06
CERTIFCATION OF PROPOSED ISSUANCE OF AN EXPORT
APPROVAL PURSUANT TO SECTION 36(D)
OF THE ARMS EXPORT CONTROL ACT

(1) Foreign Country or International Organization to Which Export Will Be Made: Gabon

(2) Dollar Value of the Items to be Exported:
(a) Current license application: $27,600,000.00
(b) Total contract: same as 2(a) above

(3) Description of the Items:

(a) Current license application: The Royal Saudi Air Force requests to retransfer six (6) C-130E aircraft with tail numbers 451, 455, 466, 479, 481, and 1609 to the Government of Gabon. These aircraft were sold to the Government of the Kingdom of Saudi Arabia in a Direct Commercial Sale (DCS) by the Lockheed Martin Corporation in the United States. These aircraft will be used by the Gabonese Government to support the following missions: 1) government and military transport of cargo and/or personnel, 2) support for regional peacekeeping missions, 3) response to international disasters, 4) search and rescue operations on a regional and sub-regional basis, and 5) border and coastal operations.

(b) Total contract: same as 2(a) above

(4) Offset Arrangement: None

(5) Authorized Sales territory: Gabon

(6) Date Notification Delivered to Congress: JUL 24 2006

NOTE: This report, although unclassified, is derived from information submitted to the Department of State by the applicant, which is subject to the confidentiality requirements of section 38(e) of the Arms Export Control Act. Disclosure of an applicant's prices and customers could result in competitive injury.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 732

PSI-State_Dep't-03-0110

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568401.832

P.02

FILE COPY

In Reply Refer to
DTC Case No. GC 0247-06

AUG 24 2006

Dear Mr. Birrell:

Reference is made to your request, dated February 23, 2006, in which you requested Department of State authorization to permanently re-export six (6) C-130B/E aircraft valued at $27.6 million from the Government of Saudi Arabia to the Government of Gabon for the purposes approved in brokering request BA-L0061-05 including the following missions:

- Government and military transport of cargo and/or personnel
- Support for regional peacekeeping missions
- Response to international disasters
- Search and rescue operations on a regional and sub-regional basis, and
- Border and coastal operations

The Department of State has no objection to the permanent re-export of these six (6) C-130B/E aircraft and approves your request.

Mr. Jeffrey C. Birrell
The Grace Group, LLC
1101 30th Street, N.W.
Suite 500
Washington, D.C. 20007

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 733

GRACE 0754

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00311 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.833

In Reply Refer
To DDTC GC 0247-06

If you have any questions or concerns regarding this decision, please contact Jo-Anne Riabouchinsky of this office at 202-663-1282.

Sincerely,

Susan M. Clark
Acting Director
Office of Defense Trade Controls
Licensing

Drafted:PM/DTC:JRiabouchinsky:08/08/06
CLR:DOD:N.O.:04/12/06
DRL/MLA:N.O.:04/14/06
AF/RA:N.O.:03/06/06
PM/RSAT:N.O.:04/07/06
Cong. Not. DDTC 022-06:07/24/06

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00312 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.834

Subj: **Writing Letter to RSAF**
Date: 5/20/2006 3:46:58 P.M. Eastern Standard Time
From: hmhbakhsh@[redacted]
To: JCBIRRELL@aol.com
CC: abass.haidara@[redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dear Jeff

As I said in my previous mail; I went to the RSAF Head Quarter today I was not able to see General kattoa, neither Gen. Mowainea both of them were in meetings but I met some other Officers in Contract and Procurement Directorate, I discussed with them the subject of selling the C-130 to the Gabon; I found out that SOMEBODY gave the RSAF Commander wrong information about the sale :

a) The Logistic people in the RSAF are favoring the sale of these C-130 to Gabonese government because of General Bakhsh.(I wish this true)
b) Grace is company of layers has not enough Capitals to buy (6) C-130. It is not in business of buying aircraft.
c) Grace Group LLC, Does not have enough money to buy all (6) C-130; they have money enough for two only.

One American Company offered the RSAF Commander as much as 30 million USD (Alan Hoover came back again with the same sum), and somehow they confess him that they are able to get the Re-export License in one month only.

I am going to write to the RSAF commander to defend the Grase company position , I need some data from you. and I prefer that you write the leter and send it to me , then i will attatch the arabic brief explanation and send it to the RSAF Commander. If you can do this as soon as possible .(the 28 May 2006).

Please back me up. Best Regards.

NB.
RSAF has answered the Congressmen Questions and faxed to the Defence attache with Doc. # 1490 Date 16/04/1427 (14/05/2006).

Hamid Bakhsh

Sent by:

Hamid Bakhsh ,
P.O.Box 2566,
Riyadh 11461,
Saudi Arabia
Tel: (00966) 505458391
Fax: 00966 1 269 3786

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 734

Wednesday,

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568401.835

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C. (202) 716-2000
U.S. Department of State Broker Registration Code (K-1117)

May 25, 2006

Col. Ali S. Alrakaf, Defense Attaché
Royal Embassy of Saudi Arabia
By Fax (202) 298-0437

Col. Ahmed Al-Qahtani, Air Attaché
Royal Embassy of Saudi Arabia
By Fax: (202) 298-8566

Dear Sirs:

I thank you for your May 14, 2006 response to my letter of May 2, 2006 and your continued assistance. Your response helped to facilitate the Congressional Notification process, which is nearly complete.

I would ask that you forward this letter to Major General Kattoa, as it has been written in response to his May 6, 2006 correspondence to The Grace Group, LLC.

I would like to advise you of recent developments in The Grace Group's continued efforts to facilitate the re-export request made by your government for six C130 Hercules aircraft.

I have been notified by the Directorate of Defense Trade Controls, U.S. Department of State, that all of the questions posed to date by the U.S. Congress have been officially responded to. I have confirmed this with the Office of Congressional Liaison, Department of State. I have also been in contact with senior staff on the Congressional Committees that are reviewing the re-export request. I believe that the House International Relations Committee cleared the re-export license on May 1, 2006. Similarly, I would expect that the Senate Foreign Relations Committee will soon clear the request.

Once both Congressional Committees have provided the final, official clearance for the U.S. Congress, which is expected in the near term, the 30-day Congressional Notification Period required by the Arms Export Control Act will begin.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 735

GRACE 0832

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At the expiration of the 30 calendar day period, all of the requirements of U.S. law will have been met and official notification of the approval will be sent from the Department of State, Directorate of Trade Defense Controls, to the Saudi Embassy in Washington, D.C. At that time, the transfer of the aircraft from Saudi Arabia to the Government of Gabon may occur.

As you are aware, I met with the Major General Kattoa and Major General Mowainea, during my last visit to Riyadh in late April 2006.

On May 6, 2006, General Kattoa corresponded with The Grace Group and demanded that this firm obtain the re-export license by May 28, 2006. Please allow me to address this demand.

The re-export of these aircraft is a well-defined procedure governed by U.S. law. Outside of the U.S. governmental action, the re-export procedure consists of *three* major actions. Each action is the responsibility of a different party.

Action 1. Obtaining an Approved Brokering License from the Department of State.

Obtaining an approved "Brokering License" was the responsibility of The Grace Group, LLC. In furtherance of its obligations, The Grace Group, LLC registered as a broker with the Department of State in 2005. The firm then applied for and obtained an approved brokering license from the Department of State. This license permitted The Grace Group to work with the Governments of Saudi Arabia and Gabon to complete the other steps that are required in this process.

Action 2. Obtaining an Approved Re-Export End User Certificate.

Obtaining the required Non-transfer and End Use Certificate (DSP-83) was the responsibility of the Gabonese Government and was completed with the assistance of The Grace Group. The DSP-83 Certificate was presented to the Gabonese Government by The Grace Group. The DSP-83 was properly signed and otherwise executed. The DSP-83 was the provided to Col. Al-Qahtani and the DSP-83 was delivered along with the official Saudi re-export request to the Office of the Secretary of the Air Force.

Action 3. Obtaining an Approved Re-Export License.

Obtaining an approved re-export license is the responsibility of the Saudi Government. The initial purchase of the U.S.-made C-130s by the Kingdom carried with it an agreement to obtain the necessary clearances from the United States Government prior to any sale or transfer of ownership in these aircraft. While obtaining this re-export license

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is a government-to-government process, The Grace Group has assisted and facilitated this process at every step.

In view of these three actions and the responsible parties, which are mandated by U.S. law, the time demand made by Major General Kattoa, unfortunately, is not realistic and we ask for a short continuation.

We understand the desire of the RSAF to conclude this transaction as soon as possible. We wholeheartedly agree that the U.S. regulations are lengthy, complicated and have slowed this otherwise seemingly simple transaction.

However, the delay that has occurred is neither the fault nor the responsibility of The Grace Group or the Gabonese Government. To the contrary, The Grace Group and the Gabonese Government have lent every available assistance the Saudi Government in its request to the United States for a re-export license.

Secondly, our consultant in Saudi Arabia, General Hamid Bakhsh, has advised us that other concerns have been raise by the RSAF. These concerns (1) center on The Grace Group's financial ability to purchase the six aircraft and (2) a competitor's offer of additional money and its promise to, "obtain an export license from the U.S. government in one month." Please allow me to address these matters separately.

1) The Grace Group, LLC is acting as the broker in this transaction for the Gabonese Government. In our initial discussion with the RSAF Commander, it was noted that the aircraft would be ready for transport in pairs of two. Therefore, The Grace Group was given, by the Gabonese Government, the funds necessary to purchase the first two aircraft. Additional funds would be transferred as the additional aircraft were ready for transport from the Kingdom to Gabon. Indeed, in my April 2006 visit to the RSAF HQ, I carried a certified bank draft in the amount of $9.2 million dollars to pay for the first two aircraft. However, absent the Saudi re-export license, the funds were not transferred.

Therefore, we continue to rely on the initial terms of the agreement. We are committed to accept and to pay for the aircraft in pairs of two. As The Grace Group is operating with funds provided by the Gabonese Government, the ability to pay for the aircraft is not in question.

2A) The Government of Saudi Arabia and the Gabonese Government (via The Grace Group) remain bound by the terms of the agreement – as outlined in the official Saudi Government re-export request. As soon as the Saudi Government has successfully obtained the required re-export license, the Gabonese Government will fulfill its obligations under those same terms.

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United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

September 6, 2006 ***Highly Confidential***

His Excellency, El Hadj Omar Bongo Ondimba
President, The Gabonese Republic

Re: Approved Re-export of six C130 Aircraft to Gabon

Dear Mr. President:

The Grace Group, LLC, which has acted as the sole "Broker" between Your Excellency and the Royal Saudi Government, as licensed by the U.S. Department of State, has been issued an approved re-export license for six C-130 Hercules aircraft.

Obtaining U.S. Government approval for this reexport was difficult and dependent on U.S. law. The Grace Group obtained a U.S. Brokering License from the Directorate of Trade Defense Controls; the Grace Group obtained an approved "Brokering Request" from the Department of State; the Grace Group obtained an approved "Brokering License" within several offices at the Department of State; the Department of Defense, including the Office of the Secretary of the Air Force and the White House.

Once these approvals were obtained, then the Grace Group was then required to seek the approval of the U.S. Congress. Particular attention was mandated to the Senate Committee on Foreign Relations and the House Committee on International Relations. Following an exhaustive review of this reexport by the Congress, an official 30-day Notification Period was required. On August 28, 2006 a re-export license was issued.

During this process, the Grace Group has travel to Saudi Arabia on six occasions and held lengthy and complicated negotiations with senior staff officers of the Royal Saudi Air Force and others in the Saudi Government. The Grace Group has been in constant contact with the Saudi Mission in Washington, D.C. has worked closely with its senior diplomatic staff as well as the Defense Attaché, the Air Attaché and others.

I have had the opportunity to correspond and to meet Mr. Meyer. Mr. Meyer has today written me and asked for a confirmation of total funds on hand for this project and if these funds can be returned if the sale is canceled.

As it is my duty to protect Your Excellency's interest in this and other matters, I am concerned by this request and I invite your review of the following issues.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 736

GRACE 0752

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1) The cancellation of this sale, will invite the negative review of the White House, the Departments of State and Defense and the Congress. I would be remiss in understating the scope and depth of the U.S. Government's involvement in this reexport. A cancellation at this point would likely have negative ramifications for Your Excellency.

2) The cancellation of this sale will likely have a negative impact on Your Excellency's personal relationship with King Abdullah and with the Royal Saudi Government.

3) The cancellation of this sale will have negative financial ramifications for Your Excellency. Not only have funds been expended, but the acquisition of the six C130s represents a very valuable commercial and policy asset. As previously noted, these aircraft have an estimated value of about $60 million. As the licensed-owner of these aircraft, Your Excellency can use them in accordance with the reexport license or otherwise dispose of them. as noted in the Arms Export Control Act.

4) While the reexport is a State-to-State transfer, the Grace Group, LLC remains an "identified and essential" party to the reexport. I have been advised by legal counsel, that absent the Grace Group and/or the introduction of Mr. Meyer in any brokering capacity, Gabon would be in violation of the terms of the approved reexport license and a new reexport license would be required.

Your Excellency, I know that the Imam Abass will speak to you about this matter directly and in due course. This Imam Abass has worked without rest. He found the aircraft and played a critical role in the discounted price offered to Your Excellency. However, to maintain our good relationship, I believed it correct to advise you of these issues.

Of course, the decision on this matter is that of Your Excellency. Should you wish the immediate return of the funds held in escrow by the Grace Group, LLC, I will transfer the total remainder within 24 hours and without question or exception.

I thank you for the continued opportunity to serve Your Excellency. I trust that we can proceed and implement the reexport of these highly valued assets to Gabon.

Very sincerely yours,

Jeffrey C. Birrell

Cc: El Hadj Abass Haidara Cherif

GRACE 0753

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00318 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.840

Subj: **Funds Transfer: C-130**
Date: 9/18/2006 11:33:15 PM Eastern Standard Time
From: JCBIRRELL
To: avocatfm@[redacted]
CC: ABASS.HAIDARA@[redacted] rmorris@cmgpc.com

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Francois:

I am in New York City for the United Nations General Assembly meetings.

I have been urgently contacted by the Royal Saudi Government. The Saudi Government notes that with the approved reexport license, the $27.6 million payment is now due (re: your letter of July 12, 2006).

In your July 12, 2006 correspondence to General Rahmam (MOD), Susan Clark (DDTC) and to the Grace Group, LLC. you state that, "...I hereby confirm that we have transferred to the Grace Group, LLC...the sum of USD $27.6 million in payment of the six C130 aircraft(s)." You further state in that same correspondence that, "Therefore, payment in favor of Saudi Arabia can be effected as soon as the U.S. Congress grants you (the Saudi Government) the license for re-export."

In separate correspondence to the Grace Group, also dated July 12, 2006, you state, "...USD 10.6 million to be transferred to your account in order for you to be able to finalize completion of the sale of the six C130 aircraft (s) from Saudi Arabia."

On July 31, 2006, I notified you that no additional funds had been received for this project.

Based on your written representations, this matter is now critically urgent. Please transfer these funds, totaling $10.6 million so this reexport can be completed prior to the start of Ramadan.

I will look for your immediate response.

Jeff Birrell

cc:

His Excellency, El Hadj Omar Bongo Ondimba
El Hadj Abass Haidara Cherif
Roy Morris, Esq.

Sent by:

Jeffrey C. Birrell
President & Sr. Managing Member
The Grace Group, LLC
1101 30th Street, N.W.
Suite 310
Fifth Floor Reception
Washington, D.C. 20007
T. (202) 625-8360
F. (202) 625-8361
C. (202) [redacted]
E. GraceGroupLLC@AOL.Com
E. JCBirrell@AOL.Com
United States Broker Registration Code (K-1117)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 737

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00319 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.841

République Gabonaise

Union . Travail . Justice

Le Président de la République

Libreville, le 24 OCT. 2006

Votre Altesse Royale,

Au nom d'Allah, le Très Miséricordieux,

L'Etat gabonais s'honore des relations fraternelles existantes avec le Royaume d'Arabie Saoudite et à toujours été attentif aux préoccupations et désirs de son Altesse Royale.

Notre conseiller personnel Abbas Haidara Shérif a été chargé de suivre les négociations portant sur l'achat de deux avions C130 E auprès des autorités de l'aviation militaire du Royaume.

L'Etat gabonais n'a pas hésité à faire l'avance de fonds, en raison des liens de confiance qui nous unissent pour confirmer sa volonté d'acquérir ces deux avions qui remplissent amplement nos besoins.

Toutefois les autorités de l'aviation militaire du royaume ont placé ces deux avions dans un lot de six avions vendus au prix de 27,6 millions de dollars américains.

A Son Altesse Royale le Prince Sultan Bin Abdelaziz,
Prince Héritier, Premier Ministre de la Défense et de l'Aviation,
Inspecteur Général des Forces Armées du Royaume d'Arabie Saoudite.
Royaume d'Arabie Saoudite

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 738

GRACE 0554

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00320 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.842

Le Président de la République

Le Département d'Etat en raison de la spécificité des ces avions, a autorisé la cession de ces six avions au prix fixé en émettant une licence de réexpédition en faveur de l'Etat gabonais.

Nous vous serions gré de bien vouloir donner vos hautes instructions royales pour nous accorder une remise exceptionnelle sur le montant de 27,6 millions de dollars américains. Les sommes déjà versées devraient permettre la livraison immédiate des deux avions pour les quatre autres, un large échéancier pourrait être mis en place.

L'Etat gabonais remercie Votre Altesse Royale pour ses efforts et sa grande compréhension pleine de bienveillance à notre égard.

Je saisi l'occasion de l'Aïd El Fitr qui marque la fin du mois sacré du ramadan pour présenter à son altesse Royale ainsi qu'à sa famille mes vœux de bonheur et de prospérité.

El Hadj Omar BONGO ONDIMBA

GRACE 0555

ph44585 on D330-44585-7600 with DISTILLER

568401.843

The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor
Washington, D.C. 20007
(T) 202-625-8360
(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

October 27, 2006 *By Safe Hand*

His Highness Prince Bandar Bin Mohamed Bin Abdul Rahman Al Saud

Your Highness:

I understand that you will meet with our friend, El Hadj Abass Haidara Cherif. The Imam Abass and I were with His Excellency, El Hadj Omar Bongo Ondimba, President of the Gabonese Republic, on October 25, 2006 to discuss the re-export of the six C-130 aircraft from Saudi Arabia to Gabon.

President Bongo has written to the U.S. Government and noted his intention to use these aircraft in support of regional peacekeeping missions and other humanitarian purposes. In that regard, please accept our most sincere appreciation for your direct support of this re-export and for your kind and most generous assistance.

It was the pleasure of The Grace Group, LLC to obtain successfully the re-export license for the C-130 aircraft on behalf of the Saudi Government. Obtaining U.S. Government approval for such re-exports of "significant items," as defined by the U.S. Arms Control Export Act, is a complicated process. However, The Grace Group, LLC has a highly specialized legal/lobbying team of experts in Washington, D.C. to address properly this process. The Grace Group, LLC has good and long-standing relations with senior officials of the Department of Defense, the Department of State, the White House and the United States Congress. On the matters involving any future re-export of surplus items from Saudi Arabia, it would be the intention of The Grace Group to utilize fully all of its assets to the benefit of the Kingdom.

I would welcome the opportunity to assist the Kingdom identify potential buyers for any surplus items it may wish to sell and to obtain any and all required re-export approval from the United States Government.

I thank you for the warm reception that you have extended to The Imam Abass.

Very sincerely yours,

Jeffrey C. Birrell
President and Sr. Managing Member

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 739

GRACE 0725

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00322 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.844

= Redacted by the Permanent Subcommittee on Investigations

We credit / debit your account.
(CIRCLE ONE)

UNITED BANK

Reason: to purchase two official checks. per's Mr. Birrell request

Prepared by: SY Br: 951

[signature]
for Grace Group LLC
C-130 Pinche [redacted]

Date 11-10-06

Tran Codes - Bank Use Only			
CREDIT		DEBIT	
30	Misc.	53	Misc.
42	Transfer	76	Transfer
07	No Hold	94	Close

Account Number: 4389-9095

Tran Code → 53

Amount: 9,200,000.00

PROOF COPY

DK001

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 740

GRACE 0354

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00323 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.845

3042 0951 1174 Y

STATEMENT OF ACCOUNTS

004389-9095 X

STATEMENT PERIOD
FROM THROUGH

10-12-06 11-12-06 0

PAGE 1 OF 1

[redacted] = Redacted by the Permanent Subcommittee on Investigations

THE GRACE GROUP LLC
CLIENT ESCROW ACCT
1239 BEVERLY ROAD
MCLEAN VA 22101-2802

5 ENCLOSURES

0

SUPER MONEY MARKET ACCOUNT ACCOUNT: 004389-9095

PREVIOUS STATEMENT BALANCE	DEPOSITS/ CREDITS 1	CHECKS/ DEBITS 5	SERVICE FEES	ENDING BALANCE
10,000,214.82	35,208.37	9,242,836.42	.00	792,586.77

ACCOUNT/INTEREST INFORMATION

INTEREST PAID THIS YEAR 353,985.68

DATE	ACTIVITY DESCRIPTION	REFERENCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	BALANCE
10-12	BEGINNING BALANCE				10,000,214.82
10-19	TELEPHONE TRANSFER DEBIT	[redacted]		36,130.35	9,964,084.47
10-26	CHECK	1034 [redacted]		3,237.50	9,960,846.97
11-02	CASH CK	1036 [redacted]		1,000.00	
11-02	CHECK	1035 [redacted]		2,468.57	9,957,378.40
11-10	MISCELLANEOUS DEBIT	[redacted]		9,200,000.00	
11-10	INTEREST CREDIT		35,208.37		792,586.77
11-12	ENDING BALANCE				792,586.77

CHECK SUMMARY
* INDICATES SKIP IN CHECK NUMBERS

CHECK NO	AMOUNT	CHECK NO	AMOUNT
1034	3,237.50	1036	1,000.00
1035	2,468.57		
TOTAL NUMBER OF CHECKS 3		TOTAL AMOUNT OF CHECKS	6,706.07

*** ANNUAL PERCENTAGE YIELD EARNED DISCLOSURE FROM 10-12-06 THROUGH 11-12-06 ***
ANNUAL PERCENTAGE YIELD EARNED 4.50%
AVERAGE DAILY COLLECTED BALANCE 9,106,474.57
INTEREST EARNED 35,208.37

SERVICE FEE BALANCE INFORMATION FROM 10-12-06 THROUGH 11-12-06

AVERAGE LEDGER BALANCE	9,106,474.57	AVERAGE COLLECTED BALANCE	9,106,474.57
MINIMUM LEDGER BALANCE	757,378.40	MINIMUM COLLECTED BALANCE	757,378.40

TELEPHONE: 703-302-7200

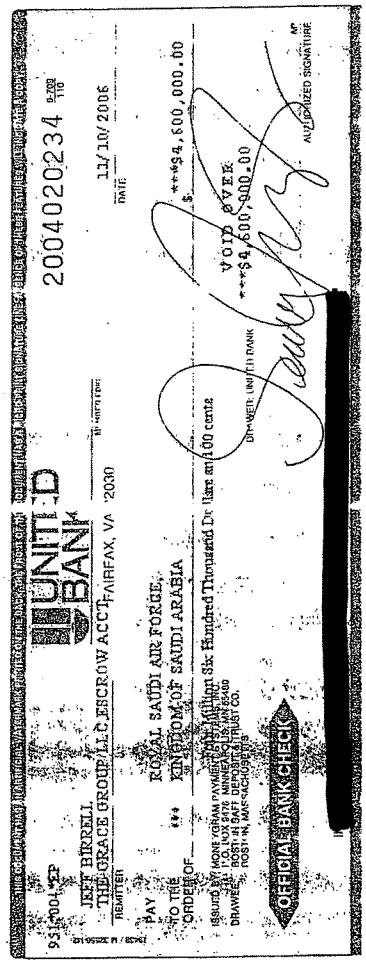
Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 740

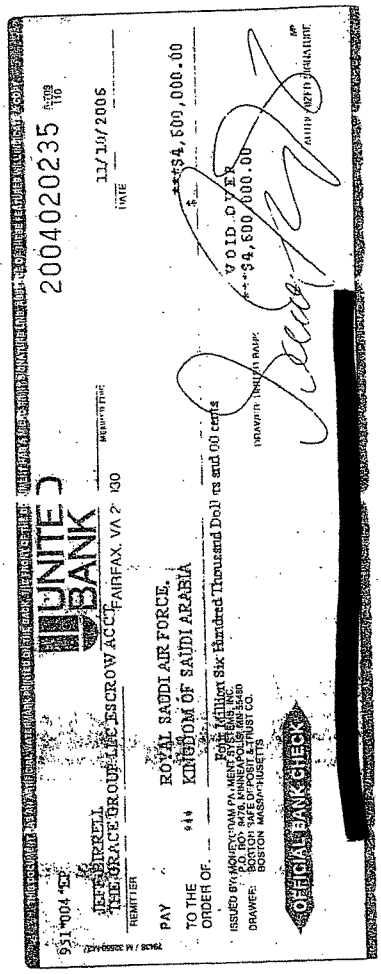
psi-ub-000261

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00324 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.846

GRACE 0355

= Redacted by the Permanent Subcommittee on Investigations





Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 741

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00325 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.847

The Grace Group, LLC
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Fifth Floor
Washington, D.C. 20007.
(T) 202-625-8360
(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

November 12, 2006

Major General Mohammed A. Kattoah
Chief of Air Staff Logistics & Supply
Royal Saudi Air Force
Riyadh, Kingdom of Saudi Arabia

By Hand.

Dear General Kattoah:

At the request of the Gabonese Republic, I am providing to the Royal Saudi Air Force two "Official Bank Checks" in the amount of $4,600,000 USD each.

These checks are for payment of two C-130 aircraft (identified by RSAF documentation as numbers 476 and 479) and/or to be counted against the total transaction cost for all six aircraft.

It is the understanding of all parties that these checks will be deposited in a bank account that is under the sole control of the government of the Kingdom.

Very sincerely yours,

Jeffrey C. Birrell
President & Sr. Managing Member

Cc: El Hadj Abass Haidara Cherif
Roy Morris, Esq.
James Reed, Esq.
Phil Rhoads, Esq.

Encl. United Bank Checks (2004020234, 2004020235)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 743

GRACE 0714

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00326 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.848

```
**********************
***   TX REPORT   ***
**********************

TRANSMISSION OK

TX/RX NO                2970
RECIPIENT ADDRESS       92693786
DESTINATION ID
ST. TIME                18/11 08:48
TIME USE                03'18
PAGES SENT                8
RESULT                  OK
```

The Grace Group, LLC
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Washington, D.C. 20007
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(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

November 18, 2006

Major General Mohammed A. Kattoah
Chief of Air Staff Logistics & Supply
Royal Saudi Air Force
Riyadh, Kingdom of Saudi Arabia

Dear General Kattoah:

Please, allow me to make this situation very clear.

1. The Gabonese Government is fully committed to buying all six C130 aircraft.

2. The Gabonese Head of State wrote H.R.H. Prince Sultan asking for three points. (A copy/translation of this letter is attached).

--To purchase the first two aircraft immediately. (Copies of checks totaling $9,200,000.00 USD are attached).

--To purchase the next four aircraft with some delay, but as soon as possible.

--To obtain some discount.

It is my understanding that the Crown Prince has responded to the Gabonese Head of State. H.R.H. has agreed to the immediate purchase of the first two aircraft and to a following purchase of the remaining four.

We hope to meet with you today to conclude this matter.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 744

GRACE 0712

Very sincerely yours,

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00327 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.849

= Redacted by the Permanent Subcommittee on Investigations

Invoice No. 061118

SOFAB Aerospace
PO Box 126283, Jeddah 21352, Saudi Arabia
Tel.: +966-2-682-3434 Fax.: +966-2-682-6351
by AL AHNAF TRADING EST

INVOICE

Customer

Name	DELTA SYNERGIE
Address	A LIBREVILLE AU GABON
City	BOULEVARD DE INDEPENDENCE
Phone	BP 1879

Misc

Date	18 Nov 2006
Order No.	N/A
Rep	N/A
FOB	N/A

Qty	Description	Unit Price	TOTAL
1	MOVEMENT OF TWO (2) C-130 AIRCRAFTS FROM JEDDAH TO GABON		
A	AIRCRAFT# 1 AS DETAILED ON ATTACHMENT		$ 225,578.00
B	AIRCRAFT# 2 AS DETAILED ON ATTACHMENT		$ 144,921.00
C	CAPT. FIDEL MOLOUNGI's EXPENSE, PER ATTACHMENT		$ 2,005.00
D	CREW MOBILIZATION COST - 1st TIME, PER ATTACHMENT		$ 7,101.00
E	CREW MOBILIZATION COST - 2nd TIME, PER ATTACHMENT		$ 10,820.00
F	RIYADH VISIT EXPENSE		$ 700.00

SubTotal	$ 391,125.00
Advance Amount Paid	$ 136,765.00
Shipping	$ -
Tax Rate(s)	$ -
	$ -
TOTAL BALANCE TO BE PAID	$ 254,360.00

Payment Select One...

Comments
Name
CC #
Expires

Office Use Only

Payment may be made to: AL AHNAF TRADING EST., A/C # [redacted] AL BANK AL SAUDI AL FRANSI Jeddah Main Branch, Saudi Arabia. SWIFT CODE: BSFRSARI

NOTE: The invoice amount will change according to the date of operation and the prevailing fuel rate on that day.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 744

GRACE 0705

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00328 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.850

Sender: "Sy Nguyen" <snguyen@unitedbank-va.com>
Subject: Re: FYI, regarding The Grace Group LLC
Date: Fri, 14 Jul 2006 11:28:18 -0400
To: "Cynthia Rainey" <CRainey@unitedbank-va.com>

[redacted] = Redacted by the Permanent Subcommittee on Investigations

---

I will. Thanks, sy

>>> Cynthia Rainey 07/14/2006 11:08 AM >>>
Thank you so much, please keep me updated.

Rainey, Cynthia
Risk Manager
United Bank
14426 Albemarle Point Place
Suite 100
Chantilly, VA 20151
Work: 703-653-1186
Fax: 703-449-1179

>>> Sy Nguyen 7/14/2006 10:24 AM >>>
Mr. Birrell just stopped by and told me that he is expecting $10,600,000.00 incoming wire from his client, when I asked him about the wire, he told me that this funds is for purchasing of the C130 plan. He is not sure which account his client will transfer to. Here are the accounts that are belong to The Grace Group LLC #[redacted] 4360-0485, 4389-9095. If you have any question or concern, please give me a call. Thanks, sy

---

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 744

PSI-United Bank-05-000028

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00329 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.851

December 14, 2006

Lt. General Abdurrahman Bin Fahad Al Faisal
Royal Saudi Air Force Commander
Riyadh, Saudi Arabia

Your Highness:

This letter follows my December 10, 2006 correspondence to Your Highness.

I wish to reiterate the follow proposal:

1. The Gabonese Republic will pay $9.2 million in cash for two C-130 aircraft immediately.
2. The Gabonese Republic will take delivery of one C-130 aircraft immediately in Jeddah for transfer to Libreville ASAP. The second C-130 can be transferred at a following date.
3. The Gabonese Republic will pay $18.4 million for the remaining four aircraft within 30 to 45 days.

El Hadj Abass Haidara Cherif has been in Riyadh for several weeks. El Hadj Haidara is the authorized representative for the Gabonese Republic for this transaction. He is acting directly for His Excellency, El Hadj Omar Bongo Ondimba, President of the Gabonese Republic. El Hadj Haidara has $9.2 million in hand.

Your Highness, it is imperative that El Hadj Haidara complete the first part of this transaction as soon as possible. El Hadj Haidara is urgently needed by President Bongo in India on very pressing matters. If this transaction can be agreed to then, other Gabonese officials, who are currently in the Kingdom, will work with the RSAF on the actual transfer of the aircraft.

Very sincerely yours,

Jeffrey C. Birrell
President & Sr. Managing Member

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 745

GRACE 0685

ph44585 on D330-44585-7600 with DISTILLER

568401.852

UNITED BANK
INTERNATIONAL WIRE TRANSFER AUTHORIZATION

DATE OF WIRE: 12/16/2006 RECEIVED: ☑ IN PERSON ☐ BY FAX ☐ BY TELEPHONE

REQUESTOR (CUSTOMER): Jeffrey Birrell

COMPANY REQUESTING: The Grace Group, LLC "Client Escrow Acct"

CUSTOMER VERIFICATION: ☐ SIGNATURE CARD ☐ OTHER (INDICATE): _____

WITHDRAWABLE BALANCE $: _____ IF OVERDRAWN, ADD'L APPROVAL: _____

CALLBACK TO: _____

DATE & TIME OF CALLBACK: 202-716-2000

AMOUNT OF WIRE: $ 50,000.00 TYPE OF CURRENCY: USD

EXCHANGE RATE (FOR WIRE AREA) _____ U.S. $ AMOUNT: _____

DEBIT ACCOUNT NAME: The Grace Group LLC "CEA"

DEBIT ACCOUNT #: 02 43399995

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CREDIT ACCOUNT #: [redacted]

CREDIT ACCOUNT NAME: Hamid Mohammad Hakeem Bakhsh

RECEIVING BANK NAME: National Commercial Bank

SWIFT/BANK CODE: _____

BANK'S ADDRESS: King Fahad Ast. Branch 251, P.O. Box 23828

CITY & COUNTRY OF BANK: Riyadh, Saudi Arabia

ADDITIONAL WIRE INFORMATION: Phone: 966-1-450-2007

PURPOSE OF WIRE: Consultant Fee: Aircraft Purchase

CUSTOMER SIGNATURE (IF APPL): [signature]

BANK EMPLOYEE SIGNATURE: [signature] COST CENTER#: 3710

ADDITIONAL APPROVAL: _____ REFERENCE#: _____

FOR WIRE TRANSFER OPERATIONS USE ONLY

WIRE OPERATOR: _____ REVIEWED BY: _____

WIRE OPERATOR CALLBACK TO: _____

DATE & TIME OF CALLBACK: _____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 746

GRACE 0283

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00331 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.853

The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor
Washington, D.C. 20007
(T) 202-625-8360
(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

January 30, 2007

Maitre Francois Meyer
4, Rue Thenard
75005 Paris
FRANCE

By Federal Express

Dear Francois:

It was my pleasure to meet you again in Riyadh, Saudi Arabia.

I believe that the legal and professional approach that you bring to this project at this critical juncture is as necessary as it is welcome.

I trust that from our discussions and from your follow up meetings with the Imam Abass and H.H. Prince Bandar that you can now offer a briefing to His Excellency El Hadj Omar Bongo that will result in a definitive course of action.

Any decision taken by His Excellency regarding will have my complete support.

I have attached an interim statement for your review and presentation to His Excellency. These figures are based on a total sum of $17 m with $6.8 m accounted for by the Imam Abass.

Should this project be terminated, as noted, some additional funds can be recouped for the His Excellency.

Very sincerely yours,

Jeffrey C. Birrell

Cc: El Hadj Abass Haidara Cherif
Roy Morris, Esq. (Carr, Morris & Graeff, PC)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 747

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00332 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.854

January 30, 2007
Interim Statement

Balance Forward		17,000,000.00
Debit:		
1.	Certified Check RSAF	
	a. #2004020234	(4,600,000.00)
	b. #2004020235	(4,600,000.00)
2.	Abass Haidara	(6,800,000.00)
3.	Department of State	(1,750.00)
4.	Department of State	(1,750.00)
5.	Legal	
	a. Carr, Morris & Graeff, PC	(47,835.00)
	b. Rhoads & Reed, PPLC	(36,088.00)
	c. Hogan & Hartson, PC	(750.00)
6.	Embassy of Saudi Arabia	(550.00)
7.	Grace Group, LLC. Air fare (business class), Saudi Arabia France, Gabon, (12 r/ts) hotel, phone, fax, other business expense	(253,299.00)
8.	Consultants	(304,000.00)
9.	SOFAB	(288,917.00)
	Total:	(16,934,939.00)

GRACE 0375

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00333 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.855

Subj: **C-130 Funds, Wire Instructions**
Date: 2/3/2007 12:26:58 PM Eastern Standard Time
From: JCBIRRELL
To: avocatfm@[redacted]
CC: rmorris@cmgpc.com, ABASS.HAIDARA@[redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dear Francois:

Thank you for your letter of February 2, 2007.

As noted, I will need you to return to me the two certified checks which are payable to the Kingdom of Saudi Arabia. Please send these checks to my office by DHL or Federal Express.

I will redeposit these in the account and wire these funds to you without any delay.

You may write on the back of each check, "Not Used for Intended Purpose."

Please note that I received only a one-page fax from your office. The referenced wiring instructions for your account were not enclosed.

If you would be so kind to re-send your instructions, I will enact the transfer to your account as soon as possible.

Thank you and best regards.

Jeff
202-716-2000

Check out the new AOL. Most comprehensive set of free safety and security tools, free access to millions of high-quality videos from across the web, free AOL Mail and more.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 748

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00334 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.856

Reminder: AOL will never ask you to send us your password or credit card number in an email. This message has been scanned for known viruses.

From: JCBIRRELL@aol.com
To: dan@sofab.cc
Cc: ABASS.HAIDARA@[redacted], rmorris@crngpc.com
Subject: C130 Project: Status
Date: Sat, 3 Feb 2007 7:01 PM

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dan:

My friend,

I am very sorry to report that after months of trying, our efforts to buy the six C130 aircraft have concluded without a purchase agreement. I, therefore, must ask you to reconcile our account with SOFAB.

In your last email, you indicated that there was a charge for holding the flight crew for 30 days. Please debit that amount from the funds that I have already sent.

I know that a purchase of the required life rafts is on the books. Inasmuch as the Gabonese Government will not have any use for these items, is it possible to arrange for them to be returned? A restocking fee would be acceptable – as would a fee for your time and effort.

If you will provide me an accounting, I will send to you the wire instructions for the return of the funds. Your remittance will be sent to M. Meyer who is legal counsel to the Gabonese Government.

I thank you very much for all of your good work. I enjoyed your professionalism; I deeply regret the termination of this particular project.

I look forward to hearing from you as soon as possible.

W/ best regards,

Jeff

Sent by:

Jeffrey C. Birrell
President & Sr. Managing Member
The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor Reception
Washington, D.C. 20007
T. (202) 625-8360
F. (202) 625-8361
C. (202) 716-2000
E. GraceGroupLLC@AOL.Com
E. JCBirrell@AOL.Com
United States Broker Registration Code (K-1117)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 749

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00335 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.857

[redacted] = Redacted by the Permanent Subcommittee on Investigations

UNITED BANK

Grace Group LLC
Client exam acct

PLEASE INCLUDE YOUR ACCOUNT NUMBER 4389-9095

EXCELLENCE IN SERVICE

CURRENCY
COIN
TOTAL
LESS CASH RECEIVED
TOTAL DEPOSIT 9,200 00

056004445 04389-9095 20/09 20000000

Account	0000000043899095	Routing	056004445
Amount	9200000.00	OF6	0
Post Date	20070208	Check	0000000000
Sequence	008735055	Tran	000020

UNITED BANK 2004020235

ROYAL SAUDI AIR FORCE, KINGDOM OF SAUDI ARABIA

VOID OVER

[redacted]

Account	[redacted]	Routing	011007092
Amount	4600000.00	OF6	0
Post Date	20070208	Check	2004020235
Sequence	008735060	Tran	000999

UNITED BANK 2004020234

ROYAL SAUDI AIR FORCE, KINGDOM OF SAUDI ARABIA

VOID OVER

[redacted]

Account	[redacted]	Routing	011007092
Amount	4600000.00	OF6	0
Post Date	20070208	Check	2004020234
Sequence	008735065	Tran	000999

Advisor for Inland purpose

[redacted]

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 751

https://www.fiservcws.com/1_5/ui

psi-tb-000289

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00336 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.858

= Redacted by the Permanent Subcommittee on Investigations

1051

THE GRACE GROUP LLC
CLIENT ESCROW ACCOUNT
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 2/21/2007 951

PAY TO THE ORDER OF Grace Group LLC, Client Escrow Acct. $ 450,000 00

four hundred fifty thousand and — 00/100 — DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR Initial Deposit # [redacted]

[redacted] 0043899095 ⑈0045000000⑈

Account	0000000043899095	Routing	[redacted]
Amount	450000.00	OF6	0
Post Date	20070226	Check	0000001051
Sequence	007805555	Tran	000090

[redacted]

ENDORSE HERE For Deposit only

https://www.fiservcws.com/1_5/uiView/3ar.aspx

psi-tib-000290

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00337 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.859

Sender: "Cynthia Rainey" <CRainey@unitedbank-va.com>
Subject: Re: Grace Group / Jeff Birrell
Date: Wed, 13 Sep 2006 11:20:49 -0400
To: "Gregory Pueppka" <GPueppka@unitedbank-va.com>

Yes please, and thank you very much for not only your notifications regarding his activity, but your promptness as well.

Rainey, Cynthia
Risk Manager
United Bank
14426 Albemarle Point Place
Suite 100
Chantilly, VA 20151
Work: 703-653-1186
Fax: 703-449-1179

>>> Gregory Pueppka 9/13/2006 11:18:43 AM >>>
Hello, Mr Birrell brought back the official check made payable to the Saudi Embassy and redeposited it to the Grace Group account because it was not used for purpose intended (He said that the embassy gave him the wrong amount) He also dropped off a letter to give to Sy, It is from the U.S. State Department to himself about his request to export 6 airplanes from Saudi Arabia to Gabon. Would you like me to fax you a copy? Thanks Greg-Mclean

---

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 752

PSI-United Bank-05-000030

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00338 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.860

3042 0951 1144 Y

STATEMENT OF ACCOUNTS

004389-9095 X

= Redacted by the Permanent Subcommittee on Investigations

STATEMENT PERIOD
FROM THROUGH
1-11-07 2-11-07 0

PAGE 1 OF 2

THE GRACE GROUP LLC
CLIENT ESCROW ACCT
1239 BEVERLY RD
MCLEAN VA 22101-2802

5 ENCLOSURES

0

SUPER MONEY MARKET ACCOUNT ACCOUNT: 004389-9095

PREVIOUS STATEMENT BALANCE	DEPOSITS/ CREDITS 2	CHECKS/ DEBITS 11	SERVICE FEES	ENDING BALANCE
599,351.88	9,201,981.42	9,310,533.49	.00	490,799.81

ACCOUNT/INTEREST INFORMATION

INTEREST PAID THIS YEAR 4,277.28

DATE	ACTIVITY DESCRIPTION	REFERENCE	DEPOSITS/ CREDITS	CHECKS/ DEBITS	BALANCE
01-11	BEGINNING BALANCE				599,351.88
01-26	CHECK	1045		9,423.48	
01-26	CHECK	1044		3,060.83	586,867.57
01-31	CHECK	1046		11,383.90	575,483.67
02-02	CHECK	1048		11,475.78	
02-02	EXCESS ACTIVITY FEE			9.50	
02-02	CHECK	1047		10,000.00	
02-02	EXCESS ACTIVITY FEE			9.50	553,988.89
02-08	DEPOSIT		9,200,000.00		
02-08	INTL WIRE-OUT			9,200,000.00	
02-08	INTL WIRE-OUT			65,061.00	
02-08	EXCESS ACTIVITY FEE			9.50	
02-08	WIRE TRF-OUT FEE			100.00	
	INTL WIRE-OUT				
	2 AT $50.00				488,818.39
02-09	INTEREST CREDIT		1,981.42		490,799.81
02-11	ENDING BALANCE				490,799.81

CHECK SUMMARY
* INDICATES SKIP IN CHECK NUMBERS

CHECK NO	AMOUNT	CHECK NO	AMOUNT
1044	3,060.83	1047	10,000.00
1045	9,423.48	1048	11,475.78
1046	11,383.90		

TOTAL NUMBER OF CHECKS 5 TOTAL AMOUNT OF CHECKS 45,343.99

*** ANNUAL PERCENTAGE YIELD EARNED DISCLOSURE FROM 1-11-07 THROUGH 2-11-07 ***
ANNUAL PERCENTAGE YIELD EARNED 4.50%
AVERAGE DAILY COLLECTED BALANCE 512,484.90
INTEREST EARNED 1,981.42
TELEPHONE: 703-502-7200

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 753

psi-ub-000265

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00339 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.861

UNITED BANK
INTERNATIONAL WIRE TRANSFER AUTHORIZATION

DATE OF WIRE: 02/08/07 RECEIVED: ☒ IN PERSON ☐ BY FAX ☐ BY TELEPHONE

REQUESTOR (CUSTOMER): JEFF BIRREL

COMPANY REQUESTING: THE GRACE GROUP

CUSTOMER VERIFICATION: ☐ SIGNATURE CARD ☒ OTHER (INDICATE): KNOWN

WITHDRAWABLE BALANCE $: _____ IF OVERDRAWN, ADD'L APPROVAL: _____

CALLBACK TO: _____

DATE & TIME OF CALLBACK: _____

AMOUNT OF WIRE: $ 9,200,000.00 TYPE OF CURRENCY: _____

EXCHANGE RATE (FOR WIRE AREA) _____ U.S. $ AMOUNT: 9,200,000.00

DEBIT ACCOUNT NAME: THE GRACE GROUP CLIENT ESCROW ACCOUNT

DEBIT ACCOUNT #: 4389-9095

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CREDIT ACCOUNT #: [redacted]

CREDIT ACCOUNT NAME: THE GABONESE REPUBLIC (H.E. OMAR BONGO ONDIMBA)

RECEIVING BANK NAME: BDFIBANK SA

SWIFT/BANK CODE: BGFIGALI

BANK'S ADDRESS: FIMBANK PLC 7TH FLOOR THE PLAZA COMMERCIAL CENTER, BISAZZA ST.

CITY & COUNTRY OF BANK: SLIEMA SLM15-MALTA

ADDITIONAL WIRE INFORMATION: USD ACCOUNT [redacted]

IBNA # MT79FIMB330[redacted] USD SC: FIMBMTM3

PURPOSE OF WIRE: RETURN OF ESCROW FUNDS/CONTACT:FRANCIOS MEYER

CUSTOMER SIGNATURE (IF APPL): [signature]

BANK EMPLOYEE SIGNATURE: [signature] COST CENTER#: 3710

ADDITIONAL APPROVAL: _____ REFERENCE#: _____

FOR WIRE TRANSFER OPERATIONS USE ONLY

WIRE OPERATOR: _____ REVIEWED BY: _____

WIRE OPERATOR CALLBACK TO: _____

DATE & TIME OF CALLBACK: _____ [signature] [signature] Dec 31, 2010

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 754

GRACE 0357

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00340 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.862

[redacted] = Redacted by the Permanent Subcommittee on Investigations

```
WELLS FARGO BANK N.A.                                                  Page  9129
FULL TRANSACTION REPORT                          FOR 08-FEB-2007

<<< TRN: 070208-036580 >>>
-------------------------------------------------------------------------------
    **** MESSAGE ENVELOPE ****              ( Bank : 121 )

                                                  SND DATE: 07/02/08
SRC:EB3 CALLER:                                   EXT:

RPT#        AMT:9,200,000.00              CUR:USD                  TRDR#
TEST: VAL:                          TYP:FTR/1000 FNDS:S CHG:DB:A CD:W COM:N CBL:N
-------------------------------------------------------------------------------
DBT D/[redacted]/                        CDT [redacted]                ADV:FED
DEBIT VAL: 07/02/08                      CREDIT VAL: 07/02/08
GL RECON: 182182                         GL RECON: 114114
DEPT:0006106                        DEPT:0002729
UNITED BANK - VIRGINIA                   BNP PARIBAS U.S.A - NY BRANCH
4221 WALNEY ROAD                         919 3RD AVE, FL 4
CHANTILLY           VA 20151             NEW YORK, NEW YORK
SNDR REF NUM:[redacted]                  INTER BK:S/BGFIGALI                WIR:
ORIG:                                    BGFIBANK
THE GRACE GROUP LLC                      BOULEVARD DE L'INDEPENDANCE
1239 BEVERLY RD                          LIBREVILLE,GA
MCLEAN VA 22101-2802                     BNF BANK:
REF NUM:[redacted]                       BDFIBANK SA
                                         FIMBANK PLC 7TH FL THE PLAZA
                                         COMMERCIAL CENTER BISAZZA ST
                                         SLIEMA SLM15-MALTA
                                         BNF:/4[redacted] CHG:S BK?N
                                         MT79FIMB[redacted]
                                         THE GABONESE REPUBLIC H E OMAR
                                         VSTRUSD 020
                                    ADVICE INSTRUCTIONS:
                                         PHN/33156812300


                                         ORIG TO BNF INFO:
                                         RETURN OF ESCROW FUNDS/ CONTACT
                                         FRANCIOS MEYERUSD SC FIMBMTM3
                                         USDACCT060312 VSTR USD020


    **** CREDIT PAYMENT MESSAGE TEXT ****

{1510} Type/Subtype Code:
         Type Code:                    10 (Transfer of funds)
         Subtype Code:                 00 (Regular transfer)
{2000} Amount:                         $9,200,000.00
```

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 755

ph44585 on D330-44585-7600 with DISTILLER

568401.863

= Redacted by the Permanent Subcommittee on Investigations

{3100} Sending Bank:
ABA number: [redacted]
Short name: WELLS FARGO SF
ABA lookup (AUX): WELLS FARGO BANK, NA
SAN FRANCISCO, CA

WELLS FARGO BANK N.A. Page 9130
FULL TRANSACTION REPORT FOR 08-FEB-2007

{3320} Sender Reference: 2007020800036580

{3400} Receiving Bank:
ABA number: [redacted]
Short name: BQE NAT PARIS
ABA lookup (REL): BNP PARIBAS U.S.A - NY BRANCH
919 3RD AVE, FL 4
NEW YORK, NEW YORK

{3600} Business Function Code: CTR (Customer transfer)

{3700} Charges: S (Shared)

{4000} Intermediary Bank: B/BGFIGALI
BGFIBANK
BOULEVARD DE L`INDEPENDANCE
LIBREVILLE,GA

{4100} Beneficiary's Bank: /
BDFIBANK SA
FIMBANK PLC 7TH FL THE PLAZA
COMMERCIAL CENTER BISAZZA ST
SLIEMA SLM15-MALTA

{4200} Beneficiary: D/4[redacted]
MT79FIMB[redacted]
THE GABONESE REPUBLIC H E OMAR
VSTRUSD 020

{4320} Reference for Beneficiary: [redacted]

{5000} Originator: /
THE GRACE GROUP LLC
1239 BEVERLY RD
MCLEAN VA 22101-2802

{5100} Originator's Bank: D/[redacted]
UNITED BANK - VIRGINIA

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00342 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.864

```
                                        4221 WALNEY ROAD
                                        CHANTILLY          VA 20151

{6000} Originator to Beneficiary Info: RETURN OF ESCROW FUNDS/ CONTACT
                                       FRANCIOS MEYERUSD SC FIMBMTM3
                                       USDACCT060312 VSTR USD020

{6410} Beneficiary Advice Info:
    Advice code:                 PHN (Phone)
        Advice info:             [redacted]
WELLS FARGO BANK N.A.                                                Page  9131
FULL TRANSACTION REPORT                        FOR 08-FEB-2007

    *** MESSAGE TEXT ***

*FTR0000279516IN07020807165765    NRFUSD   000009200000.00                121
2FTR             070208           SHA
3FTR0000000000000000000000000000000000                    0000000000000
ORG=
-THE GRACE GROUP LLC
-1239 BEVERLY RD
-MCLEAN VA 22101-2802
OBI=RETURN OF ESCROW FUNDS/ CONTACT
-FRANCIOS MEYERUSD SC FIMBMTM3
-USDACCT060312 VSTR USD020
ORF=000008304
DBT=D/[redacted]
-WELLS FARGO BANK, NA
IBK=S/BGFIGALI
BBK=
-BDFIBANK SA
-FIMBANK PLC 7TH FL THE PLAZA
-COMMERCIAL CENTER BISAZZA ST
-SLIEMA SLM15-MALTA
BNF=[redacted]
-THE GABONESE REPUBLIC H E OMAR
-IBAN MT79FIMB[redacted]VSTRUSD
-020
ADV=PHN/33156812300

    MESSAGE HISTORY SEQUENCE
--------------------------------
121 is the owning bank. Priority:
        REF_INDEX        REF #: 070208036580   8-FEB-2007 11:12:11.25
        EB3_SENDREF      KEY: IN07020807165765
        EB4_IN           SEQ #: 279516  8-FEB-2007 11:12:11.25 Info:  *FTR
        Memo: External system reference: IN07020807165765
        *SYS_MEMO        *AUTOTRIEVE VLD V name & address - DBT acct. D
/4121021562
        *SYS_MEMO        IL 0002656 N 182182 01147
00000
        EB3_MAPQ      DEQ
        SYS_MEMO         *CVD:--- DVD:14 PSD:5 SSD:5 DBD:1 CBD:1
```

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Transactions for [redacted]

#	Tran	Amount	Capture Date	Item Reference	Description
1	74	9,200,000.00	2/8/2007	9954509174	Outgoing Money Transfer
2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
3	38	9,200,000.00	2/8/2007	9954563626	Incoming Money Transfer
4	74	9,200,000.00	2/9/2007	9954677982	Outgoing Money Transfer

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 757

021562 from 2/1/07 to 6/1/07

Details per Charlie Jones:
Returned - Wells Fargo returned to United Bank - "unable to make payment with details provided - intermidiary bank" BGFI bank for further credit BDFI Bank". Wells Fargo could not identify these banks.
[redacted] not related. United Bank just moving funds into make them available/on deposit.
Return - Credit is from returned wire transfer to BNP Paribas due to comments above in wire #1.
Processed - original instructions read "intermidiary bank" FIM Bank for beneficiary bank Initial OFAC block - Wells Fargo spoke with Patricia at United Bank - "Malta the Gabon" - First rejected due to FIM Bank, had cross match to First Merchants Bank which is on OFAC block list.

WireHouse - Message Details MID: 070208102203AR00

Beneficiary: THE GABONESE REPUBLIC H ,E OMAR
Originator: THE GRACE GROUP LLC

Message Text:

User ID:: ANISSA
Message St: COMPLETE
Value Date: 02/08/2007
Date:: 02/08/2007
Time:: 11:20:19
Amount:: 65061.00
URC::
Test Key:: 0
Branch Cod: 00951
Fee::
Pin::
ExtRef::
Skpcllbck:: N
Tkprf::
Trancode::
SkipHost:: N
AUTO FX:: N
REU ID::

Sender ABA: [redacted]
Sender Nam: UNITED BANK VA
Receiver A: 000000000
Receiver N: INTL Bank
Message Ty: 10
Message Su: 00
Product Co: CTR
Amount:: 65061.00
Reference:: [redacted]
ORG Idcode: AC
ORG Id:: 43899095
ORG:: THE GRACE GROUP LLC
ORG Addres: CLIENT ESCROW ACCT
ORG Addres: 1239 BEVERLY ROAD
ORG Addres: MCLEAN, VA 22101-2802
OGB Idcode:
OGB Id::
OGB::
OGB Addres:
OGB Addres:
OGB Addres:
INS Idcode:
INS Id::
INS::
INS Addres:
INS Addres:
INS_Addr2::
IBK Idcode:
IBK Id::
IBK::
IBK Addres:
IBK Addres:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page [illegible] : April 23, 2007 11:05:40 AM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 758

psi-ub-000462

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00346 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.868

WireHouse - Message Details MID: 070208102203AR00

IBK Addres:
BBK Idcode: SA
BBK Id:: BGFIGALI
BBK:: BDFIBANK SA
BBK Addres: FIMBANK PLC 7TH FLOOR THE PLAZA
BBK Addres: COMMERCIAL CENTER BISAZZA ST SLIEMA
BBK Addres: SLM15-MALTA
BNF Idcode: AC
BNF Id::[redacted]
BNF:: THE GABONESE REPUBLIC H ,E OMAR
BNF Addres: BONGO ONDIMBA
BNF Addres: ACCT#[redacted]
BNF Addres: IBA:MT79FIMB3[redacted]
RFB::
OBI:: SEQ# 8303 PURPOSE : RETURN OF ESCROW FUNDS / CONTACT : FRANCIOS MEYER TEL#33 156 81 2300 USD SC : FIMBMTM3
BBI::
As of reas:
As of date:
Reference:
IMAD::
OMAD::
Charges::
Free text1:
Free text2:
Corcode::
Corid:
Cor::
CorAddr::
CorAddr::
CorAddr::

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Printed By: Page UNITED BANK Date: April 23, 2007 11:05:40 AM

psi-ub-000463

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00347 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.869

The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor
Washington, D.C. 20007
(T) 202-625-8360
(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

To: M. Francois Meyer

Fr: Jeffrey C. Birrell

Cc: El Hadj Abass Haidara Cherif

Re: C-130 Cargo Operations for Gabon

Dt: March 19, 2007

Dear Francois:

On March 5, 2007, I traveled from Washington, D.C. to Johannesburg, South Africa to meet with four corporate representatives with whom the Imam Abass had had preliminary discussions regarding the financing and use of the proposed Gabonese C-130 fleet.

I met with Mr. Gerard Holden, Chairman, Brinkley Mining; Mr. David Avnit, CEO, Norse Air of South Africa, Mr. Niko Shefer, CEO of Sentinelle Global Investments and Mr. Merwe Viljoen, Director of Sentinelle Global Investments.

The purpose of our discussion was to determine this group's interest in securing the outside funds necessary to purchase the six C130 aircraft. As you know, I have secured an approved U.S. export license necessary for their transfer from Saudi to Gabonese ownership. The second objective of our discussion was to develop the modalities for a joint-venture agreement for theater cargo and United Nations leasing operations for the aircraft.

The result of our discussions is the following:

1. A private equity placement for 85 percent or more of the funds required for the purchase of the six C-130 aircraft has been secured.

2. A second equity placement is being sought to cover the remaining 15 percent of the necessary purchase funds. In addition, other funds may be available to cover "start-up" costs.

3. A tentative agreement has been made with Norse Air to base the six C-130 aircraft in Libreville.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 760

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00348 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.870

4. Norse Air has also expressed a strong interest in establishing a maintenance facility for C-130 aircraft in Libreville. This facility would be used on an initial basis to maintain the six C-130 aircraft. However, Norse Air, which may purchase the C-130 (L-100) fleet operated by the SafAir Business Unit, has expressed an interest in expanding the Libreville maintenance facility to service large numbers of C-130/L-100 aircraft.

5. While the terms of these agreements will require some considerable negotiations with the Gabonese government, I believe that very favorable terms are possible to reach. These terms might include:

   --Funding for the majority or the entire purchase price of the six C-130 aircraft.

   --A five-year loan agreement.

   --Exclusive Gabonese use of two of the six C-130 aircraft.

   --An equity split between Norse Air and the Gabonese government for commercial cargo use and United Nations leasing (and other uses as outlined in the approved reexport license.) Note: Under the proposed terms, Norse Air will manage the flight operations but the aircraft remain under Gabonese control.

   --The establishment of a training and maintenance facility in Libreville for the C-130/L-100 aircraft.

I understand that the repayment of the loan for the six C-130 aircraft would be over a five year period. However, the projections for the fees generated by the leasing and other use of the aircraft would likely offset the purchase price in approximately 36 months. Under these terms, the Gabonese government would have an immediate rate of return from the leasing and other use of the aircraft and would have a paid asset in three years as well as an established C-130 training, maintenance and cargo hub in Libreville.

It would be my hope that the Imam Abass and I could travel to Libreville as soon as possible with the representatives of Brinkley Mining, Norse Air and Sentinelle to make a formal presentation to President Bongo.

I would ask for your direct participation in these discussions so that the President's interests are fully protected and that the legal matters, including those of a funding security interest for the loan(s) can be structured.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00349 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.871

M. Francois Meyer
March 19, 2007
Page 3

(Please note that the six C-130 aircraft cannot be used as a security interest for an outside loan. It is the opinion of our legal counsel in Washington, D.C. that such a security interest would violate the terms of the export license that was granted by the U.S. government.)

I look forward to your timely response to this positive development. I trust you are well and that we can meet in Libreville to discuss this and other matters in greater detail.

Thank you and best regards.

GRACE 0562

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From: jcbirrell@aol.com

To: dave@norseair.co.za, maxime.gandzion@y[redacted]

Cc: gerard.holden@greenhaircapital.com, promot@icon.co.za, gerard@greenhaircapital.com, ABASS.HAIDARA@[redacted]

Subject: Re: MOU C130's

Date: Wed, 16 May 2007 5:43 PM

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Gentlemen:

After some considerable discussion with the concerned parties here in Washington, D.C., we have struck an agreement on the re-notification to the USG regarding the price change for the six C-130s.

It has been agreed that because the material aspects of the transaction remains unchanged (to wit: the actual aircraft, physical characteristics of the aircraft i.e. no offensive capabilities such as fixed gun mounts, etc, the end-user, scope of use, etc.) that a re-notification is not required by the Arms Control Export Act.

However, it has been suggested that at the time of sale that the RSAF send to the Department of State a letter notifying the USG that the commercial (price) terms of the sale.had changed and cite market conditions and the time that has passed since the agreement was initially made.

I have asked the lawyers to draft this letter and to also draft a cover memo to the RSAF.

Gerard, I think that this should satisfy the concerns of the bankers. Do you agree?

erwise and as I noted to Gerard and to Abass yesterday by phone, the officials at the Department of State as EXTREMELY ...portive and up-beat about the prospects of the 130 lift capacity in the region and believe that there will be many opportunities o utilize the A/C for governmental and NGO uses. It was also noted that the addition of the USMIL in the region could add value to he service center in LBV.

believe were all all green-lighted here in WDC . As soon as the agreement has been signed with the GoG, I will be at the UN and tate propose a cargo lease, as per the terms of the re-export license.

egards to all.

eff

----Original Message-----
rom: dave@norseair.co.za
o: jcbirrell@aol.com; maxime.gandzion@y[redacted]
C: gerard.holden@c[redacted]; promot@icon.co.za; gerard@greenhaircapital.com; ABASS.HAIDARA[redacted]
ent: Wed, 16 May 2007 1:34 PM
ubject: Re: MOU C130's

eff

will fax these to you in 30 mins.

ave
ent from my BlackBerry® wireless device

-Original Message-----
jcbirrell@aol.com

ate: Wed, 16 May 2007 11:19:47

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 761

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Untitled 05/16/2007 05:45 PM

To:Dave@norseair.co.za, maxime.gandzion@[redacted]
Cc:gerard.holden@greenhaircapital.com, promot@icon.co.za, gerard@greenhaircapital.com, ABASS.HAIDARA@[redacted]
Subject: Re: MOU C130's

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dave,

Thank you. I spoke with Gerard yesterday. I will review this document.

Could you please fax to me the documents that you showed to me concerning the other company's marketing of the 130s? I have confirmed that we have the only license from the USG but I am continuing to work the notification issue with the Department of State. Your documents could help on one point.

Pls. fax to 703-821-0858 or send by email.

Thanks,

Jeff

-----Original Message-----
From: Dave@norseair.co.za
To: maxime.gandzion@[redacted]
Cc: Dave@norseair.co.za; gerard.holden@greenhaircapital.com; icbirrell@aol.com; promot@icon.co.za; gerard@greenhaircapital.com
Sent: Wed, 16 May 2007 10:57 AM
Subject: MOU C130's

Dear Maxime

Attached please find English and French versions of the Memorandum of Understanding ("MOU") as it relates to the intended C130 aircraft purchase, plus the structure which forms part of the MOU.

It is our intention to travel to Gabon to discuss the MOU in detail and to obtain sign off.

Please feel free to contact us to discuss anything relating to these documents in the interim.

Rgds

Dave Avnit

Norse Air
CEO

Mauritius mobile +230 4212860

Tel: +27 11 666 0806
Fax: +27 11 666 0820
Mobile: +27 83 607 4604
Email: dave@norseair.co.za

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The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor
Washington, D.C. 20007
(T) 202-625-8360
(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

June 3, 2007

His Highness Lt. General Abdurrahman Bin Fahad Al Faisal
Commander
Royal Saudi Air Force
Riyadh, Saudi Arabia

Dear General Abdurrahman:

This letter follows our meeting in your office today. This letter reiterates, in writing, and delivered by hand, the firm offer to purchase the six C-130 aircraft offered for sale by the Royal Saudi Air Force.

The terms, as discuss, of our offer are:

1) The Grace Group, LLC, holds a valid Re-Export License from the United States Government.

2) The Government of the Gabonese Republic holds a valid End-User Certificate and all other necessary approvals from the United States Government.

3) Pending a technical inspection of the aircraft and after the buyer accepts the aircraft to be in flight-ready condition, with all available maintenance records and manuals, at the RSAF base in Jeddah, the End-User will pay a total of $36 million (Thirty-Six Million U.S. Dollars) to a designated and official bank account of the Royal Saudi Government.

4) The RSAF will facilitate the inspection of the aircraft by a team designated by the End-User.

5) This transaction will be completed As Soon As Possible.

Thank you for your consideration of this matter.

Very sincerely yours,

Jeffrey C. Birrell
President

Permanent Subcommittee on Investigations
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The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor
Washington, D.C. 20007
(T) 202-625-8360
(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

June 24, 2007

H.H. Abdul Rahman bin Fahad Al-Faisal
Lieutenant General, RSAF
Commander, Royal Saudi Air Force
Headquarters RSAF
Riyadh, Saudi Arabia

By Hand.

Dear General Rahman:

Thank you for your recent correspondence.

It is my understanding that steps are now being taken for Norse Air to inspect the six C130 aircraft. Pending the outcome of that inspection, I believe that it will be acceptable to purchase the aircraft in, "AS IS" condition.

The payment terms and point of delivery are acceptable. However, it would be appreciated if the aircraft could be delivered to the RSAF AFB in Jeddah.

I have attached a letter from this firm's legal counsel which addresses your stated concern about the expiration date of the reexport license. At the time of sale, copies of all other documentation issued by the U.S. government relevant to this reexport will be made available to the RSAF.

Regarding your request for an "Irrevocable Bid Bond," I would ask your further review of the attached letter from this firm's legal counsel. I understand that another bidder may have agreed to such a payment. However, absent some additional information and approval from the United States Department of Treasury and other Departments within the U.S. government, such a payment cannot be made.

Finally, I would appreciate your recognition of El Hadj Abass Haidara Cherif and Mr. Abbes Boularbah, who participated in our June 3, 2007 meeting, as official representatives of The Grace Group, LLC. These two individuals are authorized to represent The Grace Group, LLC in a limited capacity in this sole transaction but without authority to bind or to encumber the firm contractually or otherwise.

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Thank you for your review of these matters. I look forward to your response.

Very sincerely yours,

Jeffrey C. Birrell

Cc: El Hadj Abass Haidara Cherif
Mr. Abbes Boularbah
James Reed, Esq.
Roy Morris, Esq.
Mr. Dave Avnit, Norse Air

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568401.877

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Subj: **Requested Documents**
Date: 7/10/2007 11:58:08 AM Eastern Daylight Time
From: JCBIRRELL
To: promot@icon.co.za, dave@norseair.co.za, gerard.holden@greenhaircapital.com, ABASS.HAIDARA@[redacted]
CC: jreed@rhoadsreed.com, rmorris@cmgpc.com, sgraeff@cmgpc.com, JCBIRRELL

Team,

Could you please send all of the documentation that has been sent to the Gabonese side for signature to the individuals cc'ed on this email. Please include any MOUs and any information on the proposed SPVs.

Upon my representation today of the proposed agreement between the SPVs and the Gabonese government, there is some concern that the structure would be contrary to the terms agreed to by the U.S. Government. It is essential that the Gabonese Government maintain ownership of the aircraft and that the terms of the re-export license is respected w/o exception.

Therefore, I have suggested that the legal team which has reviewed this transaction from its inception, review all of the current documentation ASAP and offer any changes that would bring the proposed structure in line with U.S. regulations.

This review will be done as soon as possible. Given the rush of events in Saudi and among all of the players, please forward these documents today, if at all possible.

I will forward the results of the review as soon as I get the information.

Many thanks,

Jeff

Sent by:

Jeffrey C. Birrell
President & Sr. Managing Member
The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor
Washington, D.C. 20007
T. (202) 625-8360
F. (202) 625-8361
C. (202) 716-2000
E. GraceGroupLLC@AOL.Com
E. JCBirrell@AOL.Com
United States Broker

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568401.878

Subj: **Re: Requested Documents**
Date: 7/11/2007 11:00:31 AM Eastern Daylight Time
From: JCBIRRELL
To: Dave@norseair.co.za
CC: ABASS.HAIDARA@[redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dave,

I will fax the document to your office.

The issue of concern among the lawyers here is the "leasing" of the aircraft by the GOG to the SPV. The lawyers believe that the SPVs and/or Norse, etc., need to be identified as "contractors" to the GOG. As such, there would be no question as to the ownership of the aircraft.

Please send the most recent structure, MOU, etc., to those on my initial document request and we can move on this issue.

Please note that Jim Reed is a lawyer of 30 years USG. He was a USARMY Col. and worked in the DODs Office of Export Compliance. His partner was also a career lawyer with the Department of State in the office that oversees re-exports. The other lawyers are contract lawyers.

Regards,

Jeff

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Subj: **130 MOU**
Date: 7/20/2007 9:58:11 AM Eastern Daylight Time
From: JCBIRRELL
To: dave@norseair.co.za, gerard.holden@greenhaircapital.com, promot@icon.co.za, ABASS.HAIDARA@[redacted] jreed@rhoadsreed.com, rmorris@cmgpc.com

Team:

Please be advised that our outside legal counsel has reviewed the 130 MOU. According to counsel, the "leasing" aspects of the agreement are not consistent with the re-export license.

I have asked counsel to draft a memo ASAP explaining this matter in detail. I suggest we do one of two things:

1. Provide you with the legal guidelines to redraft the MOU and the submit this document to the GoG; or,

2. Have the Washington, D.C. counsel redraft the MOU and send it to you for your consideration and submission to the GoG.

Dave, please fax a hard copy of the MOU to Jim Reed, Esq. at 703-451-1399 as he cannot print the document in the form it was sent.

If we can move quickly on this, I believe a solution can be found.

Regards,

Jeff

(202) 716-2000

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Subj: **Fwd: Gabon MOU**
Date: 8/4/2007 6:48:55 PM Eastern Daylight Time
From: JCBIRRELL
To: jreed@rhoadsreed.com, rmorris@cmgpc.com, ABASS.HAIDARA@[redacted]
dave@norseair.co.za

Jim/Roy.

Please see second revised MOU.

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Jeff

-----Original Message-----
From: Dave Avnit <Dave@norseair.co.za>
To: Niko Shefer <promot@icon.co.za>;
gerard.holden@greenhaircapital.com; jcbirrell@aol.com
Cc: Dave Avnit <Dave@norseair.co.za>
Sent: Sat, 4 Aug 2007 7:38 am
Subject: RE: Gabon MOU

Hi Niko

Many thanks for your
comments. I have modified the MOU accordingly (as attached). I have
not modified clauses 3.1.1, 3.2.1, 3.2.2 and 7 as these clauses need to
remain
in their original form. The use of commercial in 3.2.1 etc does not
relate to the application of the aircraft (as corrected in clause
1.1.1).
Clause 3.1.1 (I think) reads correctly. Clause 7 allows to raise funds
from RMB and thus should remain in place.

Gerard could you revert back to
me ASAP, so that we can get the MOU finalised and hopefully signed next
week.

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Rgds

Dave Avnit

From: Niko Shefer [mailto:promot@icon.co.za]

Sent: 03 August 2007 04:29 PM

To: Dave Avnit; gerard.holden@greenhaircapital.com; jcbirrell@aol.com

Subject: RE: Gabon MOU

Hi Dave

I have briefly read
the proposed MOU and I think that the attorneys are still missing the boat
– albeit I may be totally wrong:

1. In the INTRODUCTION, at 1.1.1 the
intended use of the aircraft cannot differ from that which is detailed by the
US Gov approval granted to the Kingdom of Saudi Arabia for the re-export of
these aircraft. Therefore this clause cannot say
"....commercial purposes and other needs....". If at
all this clause will describe the intended use it will have to specify the uses
allowed under the re-export lic, ie: Government and military transport of cargo
and/or personnel, support for regional peace keeping missions, etc, etc.

2. In 1.1.2.1 there should not be any reference
to managing the company as, I understand, that the management control would
have to be perceived as vested in the GoG. These issues should be part of
side agreements signed maybe simultaneously with the GoG.

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3. 3.1.1 would state that the US Gov grants the Gov of the Kingdom of S A the re-export lic.

4. In 3.2.1, 3.2.2 etc the word "commercial" should be deleted from the endeavors expected from the Gov. I don't believe Governments would be expected or known to use commercial endeavors.

5. Under section 7, particularly 7.1.2 and 7.3, I am not sure how a mortgage or notarial bond could be exercised since any change of ownership of these aircraft would require the approval of the US Gov again. However, if the Gov of Gabon is ready to accept this and the lenders are also, then so be it.

6. I am also not sure if a transaction which involves the GoG can be subject to the law of a foreign country – i.e. English Law. However, I am not an expert and therefore if the parties agree with this then that is fine.

Best regards,

Niko

From: Dave Avnit [mailto:Dave@norseair.co.za]

Sent: Friday, August 03, 2007 2:41 PM

To: gerard.holden@greenhaircapital.com; jcbirrell@aol.com

Cc: promot@icon.co.za; Dave Avnit

Subject: Gabon MOU

Gerard

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I have attached the MOU for Gabon. The agreement has been shortened and simplified substantially. The main purpose of the MOU
is to get the funding of the aircraft in place.

The balance of arrangements between all the parties, including Norse, Sentinelle and the various subsidiary companies has been
largely removed from this agreement. This does leave everyone in an uncertain position, however the signing of the MOU is the primary objective. Singpart is a Mauritian shell used to contract for the MOU.

I am happy to sign an agreement with Sentinelle etc dealing with all the other aspects of the arrangement.

Please let me have your proposed changes so that we can get the agreement translated into French and then arrange to have it signed with
the Gabon Government.

Dave
Avnit

Norse
Air

CEO

Tel:
+27 11 666 0806

Fax: +27 11 666 0820

Mobile: +27 83 607 4604

Email: dave@norseair.co.za

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HEADS OF AGREEMENT

between

THE GOVERNMENT OF THE GABONESE REPUBLIC
("**Government**")

AND

SINGPART LTD
(Company No. 071059)
a company incorporated in accordance with the laws of Mauritius
("Singpart")

(collectively the "**Parties**", and "**Party**" shall mean any one of them, as the context may require)

1. **INTRODUCTION**

1.1 Pursuant to meetings in Gabon on 27 April 2007 between Maxime Grandzion and representatives of Singpart, the Government wishes to:

1.1.1 purchase the 6 (six) Hercules C130 aircraft listed in annexure A hereto (collectively, the "**Aircraft**") which it will use for humanitarian, government and military transport, regional peacekeeping and disaster relief purposes;

1.1.2 engage:

1.1.2.1 Singpart to and advise it on the acquisition, maintenance and use of the Aircraft;

Government

1.2 The Parties:

1.2.1 wish to enter into the transactions ("**Transactions**") recorded in these binding Heads of Agreement

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("**Agreement**"); and

1.2.2 are entering into this Agreement to record in writing the essential terms of the Transactions.

1.3 In this Agreement, a:

1.3.1 "**Business Day**" is a day which is not a Saturday, is not a Sunday and is not an official public holiday in any of the Gabonese Republic ("**Gabon**"), or Mauritius;

1.3.2 "**Calendar Month**" is a Gregorian calendar month.

2. **BINDING EFFECT**

2.1 This Agreement constitutes a binding agreement between the Parties in accordance with its terms (including, without limitation, in accordance with the provisions of 3).

2.2 The provisions of, and the principles embodied in, this Agreement will be expanded on in the agreements referred to in 5 and in 7 to **Error! Reference source not found.**1 (both inclusive) ("**Comprehensive Agreements**") which will incorporate:

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2.2.1 the provisions of, and the principles embodied in, this Agreement; and

2.2.2 such other provisions ("**Remaining Terms**") (as are consistent with the provisions of, and the principles embodied in, this Agreement) which are normal in transactions of the nature of the Transactions.

2.3 If the Parties are unable to reach agreement on any of the Remaining Terms or any other provision of the Comprehensive Agreements (such areas of disagreement being referred to hereinafter as "**Disagreements**") within 120 (one hundred and twenty) days (or such longer period as the Parties may agree in

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writing) after the date of the last signature of this Agreement (**"Signature Date"**), the Disagreements shall be referred for determination in accordance with the provisions of 166 (on the basis that pursuant to such determination, the Comprehensive Agreements must comply with the provisions of 2.2).

2.4 An English language version and a French language version of this Agreement, and of each of the Comprehensive Agreements, shall be signed. If there is a conflict between the English and the French language versions of this Agreement, or between the English and the French language versions of any of the Comprehensive Agreements, the provisions of the English language version shall prevail.

3. **SUSPENSIVE CONDITIONS**

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3.1 The whole of this Agreement (other than this 3, 4, 7 and 122 to 211 (both inclusive), all of which shall become effective on the Signature Date) is subject to the fulfilment of the following suspensive conditions (**"Suspensive Conditions"**):

3.1.1 on or before 30 August 2007, the government of the United States of America grants the Government a re-export license (either unconditionally or subject to conditions acceptable to Singpart) allowing the Government to purchase the Aircraft;

Government

3.1.2 on or before 30 August 2007, the Government furnish the security referred to in 7.1 to the Third Party Lenders;

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3.1.3 on or before 30 August 2007, the Third Party Lenders and Singpart sign agreements, on terms acceptable to Singpart, in which the Third Party Lenders undertake to advance an amount of US$56 million to Singpart , and all suspensive conditions to which that agreement is subject (other than any relating to this Agreement) are fulfilled or waived; and

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3.1.4 on or before 30 August 2007, each Party delivers to the others all such internal and third party authorisations (including, without limitation, director and shareholder resolutions) as it may require to enter into, and implement, this Agreement, the Comprehensive Agreements and the Transactions.

3.2 Notwithstanding the date(s) specified or contemplated in 3.1:

3.2.1 the Government shall use its reasonable commercial endeavours (at its own cost) to procure fulfilment of the Suspensive Conditions in 3.1.1 and 02 and use its reasonable endeavours (at its own cost) to procure fulfilment of such Suspensive Conditions) as soon as reasonably possible after the Signature Date;

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3.2.2 each Party shall (insofar as it is within its power to do so) use its reasonable commercial endeavours (at its own cost) to procure fulfilment of the Suspensive Conditions other than those referred to in 3.2.1, and use its reasonable endeavours (at its own cost) to procure fulfilment of the Suspensive Conditions (other than those referred to in 3.2.1) as soon as reasonably possible after the Signature Date.

3.3 The Suspensive Conditions may not be waived other than by written agreement between the Parties.

3.4 If all or any of the Suspensive Conditions are not timeously fulfilled:

3.4.1 this Agreement (other than this 3.4 and 122 to 211 (both inclusive), by which the Parties shall remain bound) shall be of no force or effect;

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3.4.2 the Parties shall be restored in relation to the subject matter of this Agreement as near as may be possible to the

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positions in which they were immediately prior to the Signature Date; and

3.4.3 no Party shall have any claim of any nature against any other Party arising out of or pursuant to such non-fulfilment save in circumstances where a Party has deliberately frustrated the fulfilment thereof or has breached the provisions of 3.2.

4. **DURATION**

Save as otherwise expressly provided in this Agreement (including, without limitation, in 3), this Agreement shall:

4.1 commence on the Business Day (**"Agreement Commencement Date"**) succeeding the date of fulfilment of the Suspensive Conditions; and

4.2 terminate on the date (**"Comprehensive Agreements Commencement Date"**) when all suspensive conditions to which the Comprehensive Agreements (once signed) are subject are fulfilled or, where applicable, waived; provided that the provisions of 122 to 211 (both inclusive), and any accrued rights under this Agreement as at the date of termination, shall survive such termination.

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5. **FUNDING**

5.1 Prior to 30 August 2007, Singpart will enter into agreements (**"Third Party Loan Agreements"**) in which a loan facility (**"Third Party Loans"**) of US$56 million (**"Third Party Loans Capital Amount"**) is unconditionally granted to it by third party financiers (**"Third Party Lenders"**).

5.2 On the Agreement Commencement Date:

5.2.1 the Third Party Lenders will lend the Third Party Capital Amount to Singpart under the Third Party Loan Agreements;

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5.2.2 Singpart will on-lend ("**Singpart Loan**") an amount of US$56 million ("**Singpart Loan Capital Amount**") to the Government, as a prepayment of maintenance and services which the Government will derive from Singpart;

5.2.3 Government will utilise US$20 million of the proceeds of the Singpart Loan to lend an amount ("**Government Loan**") of US$20 million ("**Government Loan Capital Amount**") back to Singpart.

5.3 As soon as possible after the Agreement Commencement Date, the Government will utilise US$36 million of the proceeds of the Singpart Loan to purchase the Aircraft.

5.4 Notwithstanding 5.22 and 5.34:

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5.4.1 US$36 million of the Third Party Loan Capital Amount will be paid by the Third Party Lenders directly to the person who sells the Aircraft to the Government in discharge of the Third Party Lenders' obligation to advance US$36 million of the Third Party Loans Capital Amount to Singpart, in discharge of Singpart 's obligation to advance US$36 million of the Singpart Loan to Government, and in discharge of the purchase price of the Aircraft.

6. WARRANTIES

6.1 Each Party warrants and undertakes to each of the others that on the Signature Date, on the Agreement Commencement Date, on the Comprehensive Agreement Commencement Date and at all times during which this Agreement and/or any of the Comprehensive Agreements is of force and effect:

6.1.1 it has and will have the legal capacity and power to enter into, and perform its obligations under, this Agreement and the Comprehensive Agreements;

6.1.2 it has taken, and will take, all necessary actions (whether corporate, internal or otherwise) to authorise its entry into

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and performance of this Agreement and the Comprehensive Agreements;

6.1.3 this Agreement and each Comprehensive Agreement constitutes, and will constitute, an agreement which is valid and binding on it and is enforceable against it in accordance with its terms; and

6.1.4 it is entering into, and will be performing its obligations under, this Agreement and each Comprehensive Agreement as principal and not as agent.

6.2 Each Party (other than Government) warrants and undertakes to each of the others that, on the Signature Date, on the Agreement Commencement Date, on the Comprehensive Agreement Commencement Date and at all times during which this Agreement and/or any of the Comprehensive Agreements is of force and effect, such Party (other than Government) is, and will be, validly existing under the laws of its country of incorporation.

6.3 The Government warrants and undertakes to each of the other Parties that , it will:

6.3.1 ensure that Singpart and the Government and all other persons referred to in this Agreement has (on the Signature Date and on the Agreement Commencement Date) and continues (at all times during which this Agreement or any of the Comprehensive Agreements is of force and effect) to have all such licenses, authorisations and permits as they require under the laws of Gabon to give effect to the provisions of this Agreement, to give effect to the provisions of the Comprehensive Agreements and to give effect to the Transactions (including, inter alia, the use and operation of the Aircraft and to conduct such activities as are contemplated by this Agreement, the Comprehensive Agreements and the Transactions); and

6.3.2 not claim sovereign, state or other immunity for itself

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and/or all or any of its assets in relation to, and/or against, the performance, or enforcement of performance, of its obligations under this Agreement, under any of the Comprehensive Agreements and/or under all or any part of the Transactions;

7. **GUARANTEE AND SHORTFALL UNDERTAKING**

7.1 The Government hereby irrevocably agrees in favour of the other Parties that it will on or before 30 August 2007:

7.1.1 provide a guarantee and shortfall undertaking ("**Guarantee**") to the Third Party Lenders in terms of which:

7.1.1.1 if Singpart fails to pay to the Third Party Lenders any amount ("**Unpaid Amount**") which is due and payable under the Third Party Loan Agreements (including, without limitation, capital, interest and any costs) on its due date, the Government will pay the Unpaid Amount to the Third Party Lenders on demand;

7.1.1.2 if any one or more of the Aircraft is/are destroyed or expropriated and the amount paid out to the Government pursuant to claims by it under insurance policies taken out by it in respect of the risk of destruction to, and/or expropriation of, the Aircraft is less than the market value of the aircraft concerned, the Government will, on demand, pay to The Third Party Lenders all amounts outstanding under the Third Party Loan Agreements (including, without limitation, principal, interest and any costs); and

7.2 The maximum aggregate liability of the Government under the Guarantee is US$80 Million.

7.3 For avoidance of doubt, no security of any nature whatsoever shall be furnished

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by, or required from, any Party for the obligations of Singpart under the Third Party Loan Agreements other than those to be furnished by the Government as stated in this 7.

8. **SINGPART LOAN**

8.1 Singpart hereby agrees to lend and advance an amount of US$56 million ("**Singpart Loan Capital Amount**") to the Government.

8.2 The Singpart Loan Capital Amount shall be repayable on the same terms as the Third Party Loan Capital Amount.

8.3 Interest will:

8.3.1 accrue on the Singpart Loan Capital Amount (as reduced from time to time) at the same rate at which Singpart pays interest on the Third Party Loan Capital Amount; and

8.3.2 be payable at the same times as interest is payable on the Third Party Loans.

9. **GOVERNMENT LOAN**

9.1 The Government hereby agrees to lend and advance an amount of US$20 million ("**Government Loan Capital Amount**") to Singpart.

9.2 The Government Loan Capital Amount shall be repayable on the same terms as the Third Party Loan; provided that it shall only be repayable in accordance with the priority of payments in **Error! Reference source not found.** and subject to Singpart having sufficient free cashflow to do so after giving effect to such priority of payments.

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9.3 Interest will:

9.3.1 accrue on the Government Loan Capital Amount (as reduced from time to time) at the same rate at which

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Singpart pays interest on the Third Party Loan; and

9.3.2 be payable at the same times as interest is payable on the Third Party Loan;

provided that it shall only be payable in accordance with the priority of payments in **Error! Reference source not found.**, and subject to Singpart having sufficient free cashflow to do so after giving effect to such priority of payments.

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9.4 Singpart will pay all capital and interest amounts due and owing by it to the Government under the Government Loan directly to the Third Party Lenders for so long as any amounts remain outstanding by Singpart under the Third Party Loan Agreements. Payment to the Third Party Lenders shall constitute discharge by the Government of the obligation to repay an equal portion of that part of the interest or Singpart Loan Capital Amount (as the case may be) then due and payable by the Government to Singpart under the Singpart Loan and an equal portion of the interest or of the Third Party Loan Capital Amount (as the case may be) then due and payable by Singpart to the Third Party Lenders under the Third Party Loans.

9.5 Government hereby undertakes to pledge and cede in favour of the Third Party Lenders its rights under this 9 and under the Comprehensive Agreement which will supersede the provisions of this 9 as security for the performance by Government of its obligations under the Singpart Loan and the performance by Singpart of its obligations under the Third Party Loans.

10. AIRCRAFT MAINTENANCE

10.1 Government hereby appoints Singpart on an exclusive basis (subject to 11) to provide all maintenance services (**"MaintCo Maintenance Services"**) required in respect of the Aircraft (being those required to keep the Aircraft in good condition and repair and airworthy).

10.2 Government shall bear and pay all maintenance costs (**"MaintCo Maintenance Costs"**) incurred by Singpart in carrying out the MaintCo Maintenance Services (including the Singpart, MaintCo Management Fee, as defined in 11.3).

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10.3 Singpart will use its reasonable commercial endeavours to establish a maintenance facility at Libreville Airport capable of maintaining the Aircraft. The Government shall procure that Singpart obtains all approvals, licences and permits that may be required to establish and operate a maintenance facility at Libreville Airport.

11. SINGPART MAINTCO MANAGEMENT

11.1 MaintCo (being a newly formed Mauritius company) hereby appoints Singpart to provide MaintCo with such management services (including, inter alia, supplying trained staff) ("**Singpart MaintCo Management Services**") as are required by MaintCo to perform the MaintCo Maintenance Services under 10.

11.2 The appointment under 11.1 will commence on the Agreement Commencement Date and terminate on the Lease Termination Date.

11.3 In consideration for providing the MaintCo Management Services, MaintCo will pay Singpart a fee ("**Singpart MaintCo Management Fee**") in respect of each Calendar Month equal to all costs incurred by Singpart in rendering the management services plus a mark up of 15% (fifteen percent) thereon.

12. NON-SOLICITATION

12.1 The Government hereby warrants, undertakes and confirms to each of the other Parties that:

12.1.1 for a period commencing on the Signature Date and ending on the last day of the 12th (twelfth) Calendar Month after (and calculated excluding) the Calendar Month in which the Signature Date falls, it will not enter into talks, discussions or negotiations, or enter into any agreement, understanding or transaction (whether conditional, unconditional, binding, non-binding, written, oral or otherwise) with any natural person, company, corporation,

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trust, foundations, firm, partnerships or other entity, juristic person or association of persons (each being a "**Person**") in respect of a transaction ("**Competing Transaction**") competing with, or having the same or a similar subject matter as, all or any part of the Transactions;

12.1.2 it has not entered into any agreement, understanding or transaction (whether conditional, unconditional, binding, non-binding, written, oral or otherwise) with any Person in respect of a Competing Transaction;

12.1.3 it has terminated all talks with any Person in which it was engaged on or prior to the Signature Date in respect of a Competing Transaction.

12.2 The Government shall not permit any of its representatives or any of its officers, senior employees or professional advisers (and if the Government learns of any such activities by any other employee who is not a senior employee, it shall procure that such person is immediately instructed to cease such activities) to -

12.2.1 solicit, initiate, encourage or otherwise seek to procure a Competing Transaction; or

12.2.2 enter into any discussions or communications with any third party in response to it making an unsolicited approach in respect of a Competing Transaction.

The provisions of this 122 shall not be regarded as precluding talks, discussions, negotiations and/or agreements, understandings or transactions between Singpart and representatives of the Government.

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12.3 Should any third party make an unsolicited approach in respect of a Competing Transaction, the Government will immediately inform the other Parties in writing of the details thereof.

13. **CONFIDENTIALITY AND PUBLICITY**

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13.1 Any announcement or other publicity in relation to this Agreement shall comply with all legal requirements in regard thereto and will be agreed between the Parties, each being obliged to consult with the others in relation thereto.

13.2 No Party ("**Disclosing Party**") shall divulge or disclose any information regarding this Agreement to anyone other than their respective senior employees, professional advisors and financiers who are required to be informed thereof in the ordinary course of their duties and then only on the basis that the Disclosing Party procures that each such complies with the provisions of this 13.3 as if a Party hereto in place of the Disclosing Party.

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13.3 Without derogating from 13.1 or 13.2, no Party shall issue any press release or other public document or make any public statement relating to or connected with or arising out of this Agreement (save for such release, announcement or document which is required to be given, made or published by law, in which case the Party concerned shall take all such steps as may be reasonably practicable and legally permissible in the circumstances to agree the contents of such release, announcement or document with the other Parties before its publication) without obtaining the prior written approval of the other Parties to the contents thereof and the manner of its presentation and publication provided that such approval shall not be unreasonably withheld or delayed.

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14. **BREACH**

Subject to any provision providing a specific remedy for a breach, if a Party ("**Defaulting Party**") breaches any provision of this Agreement and fails to remedy such breach within fifteen Business Days of receiving written notice requiring such remedy from another Party ("**Aggrieved Party**"), then the Aggrieved Party shall be entitled, without prejudice to its other rights in law including, without limitation, any right to claim damages, to claim immediate specific performance of all of the Defaulting Party's obligations then due for performance. No Party shall be entitled to cancel this Agreement without the written consent of each of the other Parties

15. **GOVERNING LAW**

All matters arising from or in connection with this Agreement or any of the

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Comprehensive Agreements including, but without any limitation whatever, their interpretation, validity, existence or termination shall be determined in accordance with the laws of England and Wales.

16. **DISPUTES**

16.1 Save as otherwise expressly provided in this Agreement or any of the Comprehensive Agreements, any dispute of whatever nature which arises under this Agreement or any of the Comprehensive Agreements including, but without limitation, any dispute in regard to -

16.1.1 the interpretation or effect of; or

16.1.2 the validity, enforceability or rectification (whether in whole or in part) of; or

16.1.3 the respective rights or obligations of the Parties under; or

16.1.4 a breach (including a breach of any warranty or representation and/or the materiality thereof and/or the amount of compensation payable in order to remedy such breach) or the termination or cancellation of,

this Agreement or any of the Comprehensive Agreements (collectively referred to hereinafter as "**Dispute**") shall be dealt with in accordance with the succeeding provisions of this 166.

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16.2 Should a Dispute arise, written notice thereof ("**Mediation Notice**") shall be given by any Party to the Dispute to all of the Parties as soon as possible after the Dispute arises, whereafter the following procedure shall be followed -

16.2.1 each of the Parties shall, within ten Business Days after receipt by the last-receiving Party of the Mediation Notice, appoint a person for the purposes of mediating such Dispute (collectively, the "**Mediators**");

16.2.2 the Mediators shall meet as soon as possible after receipt

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of the Mediation Notice in order to attempt to negotiate an amicable settlement of such Dispute. The Mediators shall act as mediators in relation to the Dispute. Each Mediator shall be entitled to appoint one person to assist him in resolving the Dispute, which person shall be a businessperson (and not an external lawyer or external chartered accountant) having knowledge of the matters in issue and of the relevant industry. Such meeting shall be held at such time and place as is agreed on by the Mediators or, failing such agreement within ten Business Days after receipt by the last-receiving of them of the Mediation Notice, at such time by not later than the tenth Business Day after receipt by them of the Mediation Notice. Such negotiations shall be conducted in good faith.

16.3 If the Mediators do not meet within the ten Business Day period referred to in 16.2.2 or if they do meet but are unable to resolve the dispute within thirty days of the first meeting held by the mediators in terms of 16.2.2 or within such further period as the Parties may agree in writing (**"Unsettled Dispute"**), then the Unsettled Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules (**"Rules"**) of the International Chamber of Commerce (**"ICC"**), which Rules are deemed to be incorporated by reference into this 166.

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16.4 The Dispute shall be determined by two arbitrators (**"Arbitrators"**), one of whom shall be nominated by the Government and the second of whom shall be nominated by Singpart. Both persons shall be and remain at all times wholly independent and impartial.

16.5 The Parties shall continue to perform their respective obligations under this Agreement and any of the Comprehensive Agreements to the extent possible notwithstanding commencement of any legal proceedings in accordance with the Rules. Such proceedings shall be conducted so as to cause the minimum inconvenience to the performance by the Parties of such obligations.

16.6 In addition to the powers exercisable under the Rules, the Arbitrators shall have the power, *inter alia*, to -

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16.6.1 investigate or cause to be investigated any matter, fact or thing which they consider necessary or desirable in connection with the Dispute and, for that purpose, shall have the widest powers of investigating all the books, records, documents and other things in the possession of any Party or company forming part of the Transaction or under its control, the right to inspect goods and property of the Parties and the right to take copies and/or make extracts therefrom and the right to have them produced and/or delivered at any place reasonably required by them for the aforesaid purposes. Notwithstanding the aforegoing, any Party shall be entitled to refuse to make any books, records, documents or other things in their possession available for inspection or refuse to produce same to the Arbitrators but if such Party does so, the Arbitrators shall be entitled to draw an adverse inference from such refusal;

16.6.2 interview and question under oath any of the Parties or other parties to the Dispute, including the right to cross examine such parties;

16.6.2.1 summon witnesses;

16.6.2.2 record evidence;

16.6.2.3 make an interim award;

16.6.2.4 make an award regarding legal fees/costs and the Arbitrators' remuneration. If they fail or decline to do so, then each of the Parties to the Dispute shall bear and pay its own costs and shall share equally the costs and fees of the ICC and the Arbitrator's remuneration. Until such time as the Arbitrators' decision is given, the Parties thereto shall bear and pay such costs in equal shares.

16.7 The place of arbitration shall be Paris. The language to be used in the arbitral proceedings shall be English.

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16.7.1 If the arbitral tribunal fails to unanimously agree on any issue, the Arbitrators shall decide that issue by a majority vote. Failing a majority decision on any issue, the Chairman shall decide that issue. All awards shall be final and binding on the Parties. By agreeing to arbitration under the Rules read with this 166, the Parties undertake to carry out any award immediately and without any delay. The Parties waive irrevocably their right to any form of appeal or review of or interim or final award by any state court or other judicial authority for whatever ground, insofar as such waiver may be validly made.

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16.8 Any decision or award of the Arbitrators shall be reached and be rendered in writing together with the reasons therefor.

16.9 This 166 constitutes an irrevocable consent by the Parties to any proceedings in terms thereof and no Party shall be entitled to withdraw therefrom or to claim at any such proceedings that it is not bound by this 166.

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16.10 This 166 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is cancelled or otherwise terminated for any reason.

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17. **NOTICES**

17.1 The Parties choose the following addresses ("**Addresses**") for all purposes pursuant to this Agreement:

Government	Physical	-	[ ]
	Attention	-	[ ]
	Telefacsimile	-	[ ]
	Attention	-	[ ]

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Singpart Physical - Suite 320
Barkly Wharf, Le Caudan Waterfront, Port Louis, Mauritius

Attention - Mr. Dave Avnit

Telefacsimile - +27 11 666 0820

17.2 Any of the Parties shall be entitled from time to time, by written notice to the other, to vary its Addresses to any other address which is not a post office box or to vary its telefacsimile number.

17.3 Any notice given and any payment made by any Party to any other ("**Addressee**") which is delivered by hand during the normal business hours of the Addressee at the Addressee's Address for the time being shall be rebuttably presumed to have been received by the Addressee at the time of delivery.

17.4 Any notice given by any Party to any other which is sent by telefacsimile during the normal business hours of the Addressee to the Addressee's Address for the time being shall be rebuttably presumed to have been received on the first business day succeeding the date on which the telefacsimile is transmitted.

17.5 Notwithstanding any other provision of this Agreement, this 17 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the Addressee other than by a method referred to in this 17 or elsewhere in this Agreement.

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18. **GOOD FAITH AND STRUCTURING**

18.1 Each Party shall
conduct all negotiations in respect of the Comprehensive Agreements in good faith; and

18.2 No Party shall intentionally delay or impede the negotiations or misinform another as to any matter or thing in relation to the Transaction and/or the subject matter thereof and will not withhold any material information which is within or comes to their knowledge in regard to the Transaction and/or the subject matter thereof.

18.3 The Parties reciprocally undertake to co-operate with each other in ensuring that,

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without prejudice to any Party, the Transactions are structured and implemented in the most financially prudent and in the most tax and cost-efficient manner.

19. **GENERAL**

19.1 The clause headings in this Agreement shall not be used in the interpretation of any of its provisions.

19.2 This Agreement constitutes the sole record of the agreement between the Parties in regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in this Agreement.

19.3 No alteration, addition or amendment to, variation or agreed cancellation of this Agreement or part thereof shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.

19.4 No indulgence which any party ("**Grantor**") may grant to any other ("**Grantee**") shall constitute a waiver of any of the rights of the Grantor, which shall not thereby be precluded from exercising any rights against the Grantee which may have arisen in the past or which might arise in the future.

19.5 All provisions of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.

19.6 Any provision of this Agreement which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever shall to the extent it is so enforceable be treated as *pro non scripto* and the remaining provisions of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if the Parties were unaware of such unenforceability at the time of execution thereof.

19.7 The provisions of this Agreement shall be binding upon the respective successors-in-title and permitted assigns of the Parties. Accordingly, the rights and obligations of each Party arising out of or pursuant to this Agreement shall devolve upon and bind its legal personal representatives, successors–in-title and

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permitted assigns.

19.8 Save as otherwise expressly provided in this Agreement, this Agreement is personal to each Party, which shall not be entitled to cede, assign, transfer or otherwise make over any of its rights or delegate any of its obligations hereunder without the prior written consent of all the other Parties.

20. **COSTS**

Each Party shall bear and pay its costs of and incidental to the negotiation, preparation, drawing and execution of this Agreement and of the Comprehensive Agreements.

21. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, and in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.

SIGNED at on 2007.

For: **GOVERNMENT OF THE GABONESE REPUBLIC**

Signatory:
Capacity:
Authority:

SIGNED at on 2007.

For: **SINGPART LIMITED**

Signatory:
Capacity:
Authority:

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Subj: **Fwd: Comments on Revised MOU**
Date: 8/8/2007 10:52:14 AM Eastern Daylight Time
From: JCBIRRELL
To: dave@norseair.co.za
CC: ABASS.HAIDARA@skynet.be

Dave,

Here is the memo of last night.

This memo covers the points that we discussed today in the conf call. Maybe they will be helpful in your redraft of the memo.

Please send your document along. Good luck.

Jeff

Get a sneak peek of the all-new AOL.com.

Forwarded Message:
Subj: **Comments on Revised MOU**
Date: 8/7/2007 11:37:57 PM Eastern Daylight Time
From: jreed@rhoadsreed.com
To: JCBIRRELL@aol.com
CC: rmorris@cmgpc.com, kmailloux@rhoadsreed.com
Sent from the Internet (Details)

ATTORNEY-CLIENT PRIVILEGED

Hello Jeff:

I've reviewed the latest revisions to the draft C-130 MOU and, in advance of our teleconference tomorrow morning, I wanted to provide you a summary of my comments. Let me emphasize that my comments here are not directed at the commercial provisions of the MOU but are limited solely to those aspects of the MOU that, in my view, do not appear to be consistent with the terms of the U.S. Department of State's re-export approval for these aircraft.

General Comments:

1. The re-export approval grants the Saudi Government the authority to transfer the C-130 aircraft only to the Government of Gabon. As such, the Government of Gabon must unambiguously have ownership, title, possession and control of the aircraft. Any arrangement, such as a commercial lease arrangement, that would transfer ownership, possession or control of the aircraft to any party other than the Govt. of Gabon will almost certainly be viewed unfavorably by the U.S. Department of State.

2. To the extent that this MOU sets out the terms of reference for a loan facility agreement, and nothing more, I don't think the State Department will have any basis for objection, provided that the MOU does not grant any third party a security interest in the aircraft.

3. Since only the Govt. of Gabon may own, possess, or control the aircraft, it is not clear what

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purpose "GovCo" – the shell company – serves here. Having "GovCo" purchase, own, hold title, or control the aircraft appears to be inconsistent with the State Department's re-export approval.

4. Assuming that this MOU is structured to be simply a loan facility agreement between Singpart and the Govt. of Gabon (without any "GovCo" as an intermediary), it may be simpler and more efficient to set up separate, parallel services agreements to address those services that the Govt. of Gabon needs to contract for, specifically: maintenance services and pilotage services. Those services agreements can then be worked and refined on a separate schedule apart from the loan facility agreement.

5. I would emphasize again that any agreement that is inconsistent with the terms of the U.S. Government's re-export approval puts The Grace Group – the only U.S. party in this transaction – in a difficult legal position. You have made it abundantly clear to us that The Grace Group cannot and will not participate in any arrangement that is contrary to U.S. law. The more specific comments below highlight areas in this MOU that will require modification to ensure that this arrangement conforms to the terms of the U.S. Government's re-export approval.

Specific Comments:

A. Para 1.1.3 – Per comment #3 above, the creation of GovCo as a shell company to purchase the aircraft does not appear to be consistent with the State Department's approval.

B. Para 3.1.3 – Still refers to GovCo granting Singpart a security interest, although it is not clear what those secured assets will be. If it is these aircraft, that is not consistent with the USG's approval.

C. Para 5.2.2 – Still makes reference to a GovCo lease. Any commercial lease arrangement is contrary to the terms of the USG's approval.

D. Para 5.2.3 – While it is a commercial issue, it's not clear why it makes sense to have Singpart loan the $20 million to GovCo, which lends it back to Singpart – what is the purpose of that?

E. Para 5.3 – GovCo cannot be the purchaser of the aircraft. Only the Govt. of Gabon may purchase, possess, own, hold title, or control the aircraft.

F. Para 5.4.1 – Still makes reference to a "LeaseCo." Is some sort of a lease arrangement contemplated here?

G. Para 10.2 – Makes reference to a "Lease Termination Date." Any lease arrangement is contrary to the terms of the USG's approval.

H. Para 10.4 – Since the USG's approval is for the transfer of these aircraft to the Govt. of Gabon, a maintenance plan that has these aircraft being maintained at a South African facility will not likely be viewed favorably by the USG. Libreville has a commercial airport. The U.S. Air Force maintains its C-130 aircraft in very austere conditions at any number of field airstrips around the world. I strongly suspect that moving the aircraft to South Africa for these maintenance services will raise issues and questions with the U.S. Government.

I. Section 12 ("Singpart Broker Management") – What "broker services" is Singpart to provide here? How will that be consistent with the Govt. of Gabon's ownership and control of the aircraft?

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J. Section 13 ("Non-solicitation") and Section 14 ("Confidentiality and Publicity") – While these sections may be appropriate in a standard commercial contract, they do not appear to belong in a contract between a sovereign government and a private party. To the extent that this MOU may define how the Govt. of Gabon will own, possess, and control the aircraft, it would seem to be in the interest of the Govt. of Gabon to have those terms be open and transparent. Any undertaking that might appear to be a "confidential" agreement to transfer ownership, possession or control of the aircraft from the Govt. of Gabon to a third party will not be consistent with the terms of the USG's approval.

K. Para 17.4 – Again, a reference to a "LeaseCo" – any lease arrangement will be contrary to the terms of the USG's approval.

I will be happy to review these comments in greater detail during our teleconference tomorrow.

Kind regards,

Jim

James W. Reed
Rhoads & Reed PLLC
6291 Red Fox Estates Court
Springfield, VA 22152
Tel: (703) 451-1194
Fax: (703) 451-1399
jreed@rhoadsreed.com

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Subj: **Urgent MOU Update**
Date: 7/24/2007 9:53:20 AM Eastern Daylight Time
From: JCBIRRELL
To: jreed@rhoadsreed.com, rmorris@cmgpc.com
CC: ABASS.HAIDARA@[redacted]

Jim and Roy,

The RSAF has formally accepted the Gabonese bid on the six AC. We are going to need the new MOU awfully quick. When can we all talk about this matter? I am available at any time today.

I will advise Abass not to sign any documents until this matter is settled.

Jeff

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CONFIDENTIAL

Foreign Procurement Directorate

Draft Contract

Sale of Six (6) C-130 Aircraft

By

Ministry of Defense and Aviation

To

Republique Gabonaise

RSAF C130 Sale
Front Page
RSAF C130 Sale FP

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 771

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DRAFT CONTRACT

Between the Ministry of Defense and Aviation and General Inspectorate of the Kingdom of Saudi Arabia, represented for signing this Contract by Lieutenant General, His Highness Prince Abdul Rahman Bin Fahad Al-Faisal, Commander, Royal Saudi Air Force, known hereinafter as the Government, and the Government of Gabon, represented for signing this Contract by Mr. Abbas Haidara Sherif, by the Power of Attorney issued by Republique Gabonaise, duly authenticated in Republique Gabonaise, and held in the Foreign Procurement Department, known hereinafter as Gabon, to purchase six (6) C 130 aircraft from the Government, as per the terms and conditions stipulated in the Special and General Provisions of this Contract and the Attachments hereto which are made part of the Contract in accordance with the Government Procurement Regulation, its rules of implementation, decrees and regulatory circulars thereof.

IN WITNESS THEREOF, this Contract No. _____ was signed on

this _____ day of the month of _____ in the year 1428 AH,

corresponding to the _____ day of the month of _____ in the year 2007 AD.

For and on behalf of:
Republique Gabonaise

_____

Mr. Abbas Haidara Sherif
Conseiller

For and on behalf of
Ministry of Defense and Aviation
General Inspectorate of the
Kingdom of Saudi Arabia

_____

ABDUL RAHMAN BIN FAHAD AL-FAISAL,
Lieutenant General,
Commander, Royal Saudi Air Force

RSAF C130 Sale
Front Page
RSAF C130 Sale FP

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Special Provisions

1. SUBJECT OF CONTRACT

1.1 This Contract is for the sale of Six (6) C-130 aircraft owned by the RSAF, detailed in Attachment 1, subject to RSAF availability, to Republique Gabonaise (Gabon).

1.2 The provisions detailed in this Contract, and its attachments shall bind both parties to this Contract.

1.3 Not withstanding anything to the contrary, the Six (6) C-130 aircraft are accepted by Gabon in 'AS IS' condition.

1.4 The Government has allowed Gabon to inspect and test the six aircraft without compromising the fact that the sale of the aircraft is on "AS IS" basis.

2. CONTRACT DURATION

The Contract shall be valid for one month from the date of the signing of this Contract by both parties. However, if the certified cheque is not received within seven (7) calendar days of the signature of the Contract, the Contract will become null and void without prejudicing the rights of the Government.

3. TOTAL VALUE OF THE CONTRACT

3.1 The total value of the Contract for the Six (6) C-130 aircraft is Thirty-six Million U.S. Dollars ($36,000,000).

3.2 Gabon shall be responsible for and bear the costs of items which include but are not limited to, the following:

3.2.1 Costs of inspection including Gabon's inspection team as well as any other Gabon personnel costs.

3.2.2 Costs of packaging, transportation and insurance of the goods within and out of the Kingdom.

3.2.3 Temporary storage costs.

3.2.4 Costs of cleaning including removal of RSAF aircraft markings.

3.2.5 Any contingencies or unforeseen activities.

4. PAYMENT

4.1 Within seven (7) days from the signature of the Contract by both parties, Gabon shall make a payment to The Royal Saudi Air Force in the amount of Thirty-six Million U.S. Dollars ($36,000,000) through a certified cheque drawn on a bank approved by the Saudi Arabian Monetary Agency (SAMA). In case of foreign banks, the certified cheque shall be issued by its correspondent, SAMA approved bank in the Kingdom.

4.2 Upon receipt of cleared funds in the full amount of the Thirty-six Million U.S. Dollars ($36,000,000), the six (6) C-130 aircraft shall be released to Gabon at the RSAF Air

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Special Provisions

Base specified on Attachment 1. Gabon solely, shall be responsible for the shipment of the aircraft out of the Kingdom.

4.3 Gabon shall be solely responsible for any treatment to any of the aircraft prior to their departure/shipment from the RSAF Air Base concerned.

5. DELIVERY OF THE AIRCRAFT

5.1 Delivery of the listed six (6) C-130 aircraft shall be at the RSAF Air Base specified in Attachment 1.

6. PENALTIES

6.1 In the event of not taking delivery of the aircraft in a timely manner, Gabon shall be liable to a penalty as follows:

6.1.1 After a seven (7) day period of grace as from the date of the availability of the aircraft for delivery, Attachment 1, a penalty of Five Thousand U.S. Dollars ($5,000) per day shall be imposed for any delay in payment and the consequent release of the aircraft.

6.1.2 The maximum amount of penalty to be imposed will be limited to ten percent (10%) of the total value of the Contract.

7. TITLE TO THE AIRCRAFT

7.1 Gabon is purchasing the Six (6) RSAF owned C-130 aircraft under this Contract for onward delivery to Republique Gabonaise under the re-export approval granted to it by the U.S. Department of State, through its brokers, The Grace Group, Inc. It is therefore agreed that upon the Government receiving the payment for the aircraft, the title to the released aircraft shall pass directly to Gabon as detailed in Attachment 4.

7.2 No claims of any kind whatsoever shall be entertained by the Government after the release of the six C-130 aircraft to Gabon.

8. WARRANTIES

No warranty is offered on any item under this Contract except that the aircraft are owned by the Government free of any encumbrances, as stated in Attachment 4.

9. INFORMATION FURNISHED BY THE GOVERNMENT

The Government shall furnish Gabon with any general information and data which is readily available to the Government and which may be useful to Gabon. However, except where included as a part of this Contract, the Government makes no representations with respect to the reliability, accuracy or completeness of any information or data it may furnish to Gabon.

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Special Provisions

10. LIABILITY, INDEMNITY AND RELEASE

During the inspection, testing stages, taking delivery, packaging and shipment of the items under this Contract, Gabon shall be liable for, and shall indemnify, defend, hold harmless and release the Government and all of its employees, officers and directors against any and all losses with respect to injuries or damage to any person or property, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expense of whatever kind or nature.

11. CONTRACT DOCUMENTS

11.1 The documents forming this Contract are intended to be correlative and mutually explanatory, and any work required in one document and not mentioned in another shall be performed to the same extent and purpose as though required by all. The misplacement, addition or omission of a word or character shall not change the intent of any part of the Contract from that set forth by the Contract as a whole.

11.2 Gabon solely, shall be responsible for the requesting and interpreting or clarifying an part of the Contract and shall bear at its own expense any costs and expenses arising from its failure to do so.

11.3 If Gabon discovers any conflicts, ambiguities, errors, omissions or discrepancies among the various Contract documents, the matter shall be submitted immediately by Gabon in writing to the Government for clarification. Any work affected by such conflicts, ambiguities, errors, omissions or discrepancies which is performed by Gabon subsequent to discovery, but prior to clarification by the Government, shall be at Gabon's risk.

12. WAIVER

None of the provisions of this Contract shall be considered waived by the Government unless such waiver is in writing and signed by the Government. No such waiver shall be construed as a modification of any of the provisions of this Contract or as a waiver of any past or future default or breach thereof, except as expressly stated in such waiver.

13. CRATING, PACKAGING AND MARKING

13.1 Gabon shall be fully responsible for the crating, packaging and marking the items as appropriate, including the full costs thereof, whether or not assisted by the RSAF.

13.2 Gabon shall ensure that all items are shipped out of the Kingdom within the period of this Contract.

14. CORRESPONDENCE

14.1 Gabon shall address all its correspondence to:

Chief Air Force Logistics and Supply

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Special Provisions

Headquarters, Royal Saudi Air Force

P. O. Box 450

Riyadh 11165, Saudi Arabia

Telex No. 403440 AIRFOR SJ

FAX No. 01-478-1127

14.2 Government shall address all its correspondence to Gabon's representatives:

The Grace Group, LLC

P. O. Box 6354

McLean, Virginia 22106-6354

U.S.A.

Attn: Mr. Jeffrey C. Birrell,

President and Senior Managing Member

Telephone/ Facsimile No. 1 (703) 821-0858

E-Mail: GraceGroup@AOL.com

14.3 All correspondence concerning this Contract shall be in the two languages of this Contract, and shall be sent by airmail or hand carried by the duly authorized representatives of the two parties.

15. LIST OF ATTACHMENTS

15.1 The following Attachments are integral to this Contract:

15.1.1 Attachment 1 - List of the six (6) C-130 RSAF Aircraft located at Prince Sultan Air Base (PSAB) Al-Kharj

15.1.2 Attachment 2 - The Grace Group, LLC Agreement to act for the Republic of Gabon

15.1.3 Attachment 3 - Re-export Approval from the U.S. State Department for the Sale and Export of the Six (6) RSAF C-130 Aircraft to Gabon through The Grace Group, LLC.

15.1.4 Attachment 4 – Title to the Six (6) C-130 aircraft sold to the Republique Gabonaise (Gabon)

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General Provisions

1. FAILURE IN COMPLIANCE WITH CONTRACTUAL COMMITMENTS

1.1 The Government and Gabon shall perform this Contract in accordance with its terms. If Gabon fails to do so, the Government shall have the right to terminate the Contract and be entitled to compensation.

1.2 The Government shall have the right to hold-back all the aircraft if full payment has not been received in accordance with the Contract.

2. DISPUTES AND COMPLIANCE WITH GOVERNMENT PROCUREMENT REGULATIONS

2.1 Any disputes that may arise from the application or interpretation of any of the provisions of this Contract or from any matter relating to the execution of any work entrusted to Gabon shall be submitted in writing to the other party. If not resolved by and between the Government and Gabon, Gabon's sole remedy shall be to submit its appeal to the Saudi Arabian Board of Grievance (SABG), to the exclusion of any other forum in any other jurisdiction, within thirty (30) days from the receipt of the Government's final decision.

2.2 Gabon may not, because of such dispute, suspend work or any part thereof including the disputed part and it is always required to perform all work according to the Government's instructions until settlement of the dispute or the issue of a final decision by the Board of Grievances.

2.3 Gabon shall maintain full knowledge of the provisions of the Saudi Arabian Government Procurement Law and its executive by-law instructions, which shall be applied to this Contract and its documents. These provisions are considered to take precedence whenever a contradiction occurs or when not specified.

3. SUPERINTENDENCE

Gabon shall appoint a duly authorized representative to coordinate with the RSAF and to devote full time to the program and to be present at all times in the Kingdom to ensure compliance with the terms of this Contract.

4. PERMITS LICENSES AND RESPONSIBILITIES

4.1 Gabon shall, at its own expense and responsibility, obtain all the licenses and clearances required to obtain the approval from the US authorities needed for the re-exportation of the six C-130 aircraft. Such licenses and clearances shall include those required by pertinent authorities for the importation of the said aircraft into Gabon, the country of final destination of the aircraft.

4.2 Gabon shall submit to the RSAF a copy of the End user Certificate it has submitted to the US Government.

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General Provisions

4.3 Gabon shall be responsible for all damages to persons or property that occur because of its fault or negligence.

5. CONDITIONS AFFECTING THE WORK

Gabon shall be responsible for taking steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or cost thereof. Any failure by Gabon to do so will not relieve it from responsibility for successfully performing the work without additional expense to the Government. The Government assumes no responsibility for any understanding or representations concerning conditions made by any of its officials prior to the execution of this Contract, unless such understanding or representations by the Government are expressly stated in the Contract.

6. IMPORTS AND CUSTOMS RULES AND REGULATIONS

In connection with the performance of this Contract, Gabon acknowledges that the import and customs laws and regulations, including the laws restricting importation and exportation, of the Kingdom of Saudi Arabia, shall apply to the furnishing and shipment of any products or components thereof to or from Saudi Arabia.

7. SUSPENSION OF WORK

The Government may order Gabon in writing to suspend, delay or interrupt all or any part of the work, if Gabon fails to meet the terms of payment, for such period of time, as it may determine to be appropriate for the convenience of the Government.

8. SAFEGUARDING INFORMATION

8.1 The personnel employed on this Contract may, in the performance of their assigned duties, have access to Contract document data and information pertaining to locations of goods, supplies, parts, equipment, vehicles and arms. Knowledge of this nature is considered restricted security information. This information shall be protected and safeguarded against disclosure to any unauthorized person or party, and may be furnished on an official need-to-know basis only. Safeguarding information is extended to dependents and guests of these personnel who may in any manner obtain knowledge of the Saudi Arabian Government military capacity. Taking of photographs of any military installation or facility is prohibited.

8.2 Gabon shall not make any public release or publication of the content of this Contract.

9. CALENDAR

All measures of time and days stipulated under this Contract shall be computed according to the Gregorian calendar and the equivalent Hijra calendar.

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General Provisions

10. TRANSPORTATION

10.1 Gabon solely, is responsible and obligated to transport the Six (6) C-130 aircraft from the Kingdom to its country.

11. GOVERNMENT FURNISHED PROPERTY

11.1 Gabon shall inventory and examine the condition of all Government property available to it at the location of the aircraft.

11.2 Title to all property furnished by the Government shall be deemed to be vested in the Government. All Government furnished property, together with all property being examined, inspected and tested by Gabon, title to which vests in the Government under this Paragraph, is subject to the provisions of this Paragraph. Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of such affixation.

11.3 Government property shall not, unless otherwise provided herein or approved by the Government, be used in connection with any work not related to this Contract.

11.4 Gabon shall handle all Government property in accordance with sound industrial practice, and ensure its protection and preservation while it is under its control.

11.5 Except for loss, destruction or damage to the Government furnished property resulting from a failure of Gabon due to willful misconduct or lack of good faith of any of Gabon's personnel, Gabon shall not be liable for loss or destruction of or damage to the property provided under this Contract if it is caused by any perils such as lightning, windstorm, cyclone, tornado and floods. Gabon shall furnish to the Government a statement of:

11.5.1 the lost, destroyed, damaged Government property, and

11.5.2 the time and origin of the loss.

11.6 Gabon shall make joint inventories with the the Government personnel as appropriate.

11.7 Upon the completion of this Contract, or at such earlier dates as may be fixed by the Government, inventory schedules covering all items of Government furnished property not consumed in the performance of this Contract (including any resulting scrap) or not theretofore delivered to the Government, and shall deliver, transfer or dispose of the Government furnished property, as may be directed or authorized by the Government.

11.8 In the event at the conclusion of the Contract, discrepancies still exist despite the accomplishment of the foregoing provisions, Gabon shall prepare a report

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General Provisions

to the Government listing shortages if any. In such case, the Government shall be entitled to compensation by Gabon based on fair market value of the missing property.

11.9 Personal property purchased or owned by Gabon or any of its employees or SubBuyers is exempt from the requirements of this Paragraph and disposition is at the option of the owner subject to export restrictions.

12. THE LANGUAGE OF THE CONTRACT

12.1 The text of this Contract, specifications, instructions, or other documents furnished in connection with the performance of the work under this Contract, unless otherwise specified, shall be in the Arabic and English languages.

12.2 The Arabic text shall govern in the event of disagreement occasioned by differences between the two texts.

12.3 All correspondence and other documents submitted by Gabon shall be in Arabic and English.

13. ACCEPTANCE

The acceptance test of the aircraft shall be performed by the experts of Gabon in the presence of RSAF personnel.

14. GENERAL TERMS

14.1 As soon as this Contract is signed, then both the Government and Gabon must have comprehended its contents and neither party is permitted to change its text without the written consent of the other party.

14.2 The text of this Contract is executed in four originals in Arabic and four originals in English with the correct translation and dates. Both parties shall sign the eight originals. Gabon shall then be given one signed original in Arabic and one signed original in English.

14.3 Gabon shall present to the Government four (4) copies of each of the two signed originals of this Contract in its possession after the signing of this Contract and during a period not to exceed ten (10) days.

15. RECEIVING

15.1 Gabon shall accept delivery of all the aircraft and associated items at the specified RSAF Air Base in the Kingdom of Saudi Arabia.

15.2 Gabon shall be responsible for any damage or discrepancies found after delivery of the items as per paragraph 15.1 above.

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Attachment 1

List of the six (6) C-130 RSAF Aircraft Located at Prince Sultan Air Base (PSAB) Al-Kharj

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Attachment 2

The Grace Group, LLC Agreement to act for the Republic of Gabon.

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00401 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.923

Attachment 3

Attachment 3 - Re-export Approval from the U.S. State Department for the Sale and Export of the Six (6) RSAF C-130 Aircraft to Gabon through The Grace Group, LLC.

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00402 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.924

Attachment 4

Title to the Six (6) C-130 aircraft sold to the Republique Gabonaise (Gabon)

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00403 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

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Attachment 4

Title to the Six (6) C-130 aircraft sold to the Republique Gabonaise (Gabon)

1.1. The Government being the lawful owner of the Six (6) C-130 aircraft, including the propellers, engines, avionics and all other attachments thereto, altogether referred to as Aircraft, confirms that the Government's title to these aircraft is free and clear from all liens, claims, charges and encumbrances whatsoever except for the laws and regulations of the U.S.A. which govern their sale or export.

1.2. The Government, after submission to it of the copy of the End User Certificate filed by Gabon with the USA government and the submission of a copy of the export approval issued by the USA Department of State to Grace Group, LLC, a company acting for Gabon, and after inspection of the aircraft by Gabon's representatives, agreed to sell the said Aircraft to Gabon on "AS IS" basis in consideration of the full payment of the amount stated in this Contract.

1.3. Upon the receipt of clear funds in the full amount stated in this Contract, this Attachment 4 is sufficient to vest in Gabon good and merchantable title to the said Aircraft, subject only to the applicable laws and regulations of the U.S.A. relating to the location and export of such assets.

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568401.926

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Subj: **Review of MOU.**
Date: 8/7/2007 4:07:10 PM Eastern Daylight Time
From: JCBIRRELL
To: dave@norseair.co.za, gerard.holden@greenhaircapital.com, promot@icon.co.za, ABASS.HAIDARA@[redacted]
CC: jreed@rhoadsreed.com, rmorris@cmgpc.com

Team,

I have just had a discussion with the US legal counsel reviewing the C-130 MOU. The Grace Group and counsel are in agreement. To wit: The MOU must reflect the following points.

1.The aircraft cannot be leased from the Government of Gabon (GOG) to any commercial party. Doing so is a second reexport. (The GOG can participate in UN leasing and other leasing pursuant to the stated uses in the reexport license.)

2.The GOG cannot offer the aircraft as a security interest.

3.The aircraft must be purchased by the GOG. The USG does not care how the GOG finances the purchase of the aircraft as long as the aircraft are purchased by the GOG.

4.It may not be advisable to reference, "other agreements" and "placeholder" language could cause a problem at some point.

5.The clauses of 13 and 14 "no shop and no disclosure" may be difficult to get the GOG to agree too but do not seem to be contrary to the USG.

In summary, counsel notes:

1.The terms of the agreement will not be known to the USG or any party outside of the agreement. However, the operation of the aircraft must be in line with the reexport license. The paperwork needs to be in order if questions are raised.

2.Redraft the MOU to reflect: no lease; no security interest in the aircraft and an actual GOG purchase.

2.1.Counsel also suggests that the MOU be written in two parts:

A) A Loan Agreement MOU
B) Turn Key Aircraft Management MOU which will have a GOG service agreement for flight, maintenance, operations, including cargo when the aircraft are not being used at that instant for uses outlined in the reexport license.

This should be simple. The HOS and the GOG want the first 130 on the ground ASAP. I believe this fact will give some confidence that any remaining issues can be successfully negotiated.

I correspondend with the RSAF this morning. They want to conclude this ASAP.

Please advise.

Jeff

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568401.927

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Subj: **URGENT - URGENT - URGENT**
Date: 8/7/2007 7:04:08 PM Eastern Daylight Time
From: JCBIRRELL
To: Dave@norseair.co.za, gerard.holden@greenhaircapital.com, promot@icon.co.za, ABASS.HAIDARA@[redacted]
CC: jreed@rhoadsreed.com, rmorris@cmgpc.com

Dave,

The response from the lawyers was immediate. The end-user that you have designated differs from what has been approved by the USG. There can be no lease of the AC to a third party w/o the approval of the USG. The MOU must have a different structure or Gabon, the Saudi Government and all parties, including The Grace Group will be in a very tough position with the US Government. The MOU must be rewritten and completely aligned to US Law.

There is a way to do this. We have maybe two days. What do want us to do? I can pull out the stops and try for something correct in 48 hours or less if Messrs. Reed and Morris will agree. It's expensive but I am willing.

Please advise ASAP.

Jeff

ATTORNEY-CLIENT PRIVILEGED

Jeff:

As Roy and I indicated, the agreement that are currently working on is fundamentally flawed – it contemplates both an end-user (GovCo) and an end-use (an apparent lease arrangement) that is not consistent with the U.S. State Department's re-export approval. This is not something that can be re-fashioned in any acceptable way in an hour's time.

....approach here puts The Grace Group, as the only U.S. party in this transaction in significant jeopardy here. I would like to see the revised agreement, and I'll provide you some written comments from R&R on it. Unless the revised agreement differs significantly from what we have seen thus far, I would expect that our comments will emphasize the potential legal jeopardy with the U.S. State Department that the contemplated MOU will create for The Grace Group.

Best regards,

Jim

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568401.928

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Subj: **Fwd: Comments on Revised MOU**
Date: 8/8/2007 10:52:14 AM Eastern Daylight Time
From: JCBIRRELL
To: dave@norseair.co.za
CC: ABASS.HAIDARA@[redacted]

Dave,

Here is the memo of last night.

This memo covers the points that we discussed today in the conf call. Maybe they will be helpful in your redraft of the memo.

Please send your document along. Good luck.

Jeff

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Forwarded Message:
Subj: **Comments on Revised MOU**
Date: 8/7/2007 11:37:57 PM Eastern Daylight Time
From: jreed@rhoadsreed.com
To: JCBIRRELL@aol.com
CC: rmorris@cmgpc.com, kmailloux@rhoadsreed.com
Sent from the Internet (Details)

ATTORNEY-CLIENT PRIVILEGED

Hello Jeff:

I've reviewed the latest revisions to the draft C-130 MOU and, in advance of our teleconference tomorrow morning, I wanted to provide you a summary of my comments. Let me emphasize that my comments here are not directed at the commercial provisions of the MOU but are limited solely to those aspects of the MOU that, in my view, do not appear to be consistent with the terms of the U.S. Department of State's re-export approval for these aircraft.

General Comments:

1. The re-export approval grants the Saudi Government the authority to transfer the C-130 aircraft only to the Government of Gabon. As such, the Government of Gabon must unambiguously have ownership, title, possession and control of the aircraft. Any arrangement, such as a commercial lease arrangement, that would transfer ownership, possession or control of the aircraft to any party other than the Govt. of Gabon will almost certainly be viewed unfavorably by the U.S. Department of State.

2. To the extent that this MOU sets out the terms of reference for a loan facility agreement, and nothing more, I don't think the State Department will have any basis for objection, provided that the MOU does not grant any third party a security interest in the aircraft.

3. Since only the Govt. of Gabon may own, possess, or control the aircraft, it is not clear what

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purpose "GovCo" – the shell company – serves here. Having "GovCo" purchase, own, hold title, or control the aircraft appears to be inconsistent with the State Department's re-export approval.

4. Assuming that this MOU is structured to be simply a loan facility agreement between Singpart and the Govt. of Gabon (without any "GovCo" as an intermediary), it may be simpler and more efficient to set up separate, parallel services agreements to address those services that the Govt. of Gabon needs to contract for, specifically: maintenance services and pilotage services. Those services agreements can then be worked and refined on a separate schedule apart from the loan facility agreement.

5. I would emphasize again that any agreement that is inconsistent with the terms of the U.S. Government's re-export approval puts The Grace Group – the only U.S. party in this transaction – in a difficult legal position. You have made it abundantly clear to us that The Grace Group cannot and will not participate in any arrangement that is contrary to U.S. law. The more specific comments below highlight areas in this MOU that will require modification to ensure that this arrangement conforms to the terms of the U.S. Government's re-export approval.

Specific Comments:

A. Para 1.1.3 – Per comment #3 above, the creation of GovCo as a shell company to purchase the aircraft does not appear to be consistent with the State Department's approval.

B. Para 3.1.3 – Still refers to GovCo granting Singpart a security interest, although it is not clear what those secured assets will be. If it is these aircraft, that is not consistent with the USG's approval.

C. Para 5.2.2 – Still makes reference to a GovCo lease. Any commercial lease arrangement is contrary to the terms of the USG's approval.

D. Para 5.2.3 – While it is a commercial issue, it's not clear why it makes sense to have Singpart loan the $20 million to GovCo, which lends it back to Singpart – what is the purpose of that?

E. Para 5.3 – GovCo cannot be the purchaser of the aircraft. Only the Govt. of Gabon may purchase, possess, own, hold title, or control the aircraft.

F. Para 5.4.1 – Still makes reference to a "LeaseCo." Is some sort of a lease arrangement contemplated here?

G. Para 10.2 – Makes reference to a "Lease Termination Date." Any lease arrangement is contrary to the terms of the USG's approval.

H. Para 10.4 – Since the USG's approval is for the transfer of these aircraft to the Govt. of Gabon, a maintenance plan that has these aircraft being maintained at a South African facility will not likely be viewed favorably by the USG. Libreville has a commercial airport. The U.S. Air Force maintains its C-130 aircraft in very austere conditions at any number of field airstrips around the world. I strongly suspect that moving the aircraft to South Africa for these maintenance services will raise issues and questions with the U.S. Government.

I. Section 12 ("Singpart Broker Management") – What "broker services" is Singpart to provide here? How will that be consistent with the Govt. of Gabon's ownership and control of the aircraft?

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J. Section 13 ("Non-solicitation") and Section 14 ("Confidentiality and Publicity") – While these sections may be appropriate in a standard commercial contract, they do not appear to belong in a contract between a sovereign government and a private party. To the extent that this MOU may define how the Govt. of Gabon will own, possess, and control the aircraft, it would seem to be in the interest of the Govt. of Gabon to have those terms be open and transparent. Any undertaking that might appear to be a "confidential" agreement to transfer ownership, possession or control of the aircraft from the Govt. of Gabon to a third party will not be consistent with the terms of the USG's approval.

K. Para 17.4 – Again, a reference to a "LeaseCo" – any lease arrangement will be contrary to the terms of the USG's approval.

I will be happy to review these comments in greater detail during our teleconference tomorrow.

Kind regards,

Jim

James W. Reed
Rhoads & Reed PLLC
6291 Red Fox Estates Court
Springfield, VA 22152
Tel: (703) 451-1194
Fax: (703) 451-1399
jreed@rhoadsreed.com

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568401.931

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Subj: **RE: MOU Cleared by US Counsel**
Date: 8/8/2007 4:42:46 PM Eastern Daylight Time
From: Dave@norseair.co.za
To: JCBIRRELL@aol.com, gerard.holden@greenhaircapital.com, promot@icon.co.za, ABASS.HAIDARA@[redacted]
CC: jreed@rhoadsreed.com, rmorris@cmgpc.com

Jeff

Awesome news.

I am available whenever the meetings can be arranged with the GoG. Please advise us of dates and we can arrange the GIII to travel to get the MOU signed.

Dave

From: JCBIRRELL@aol.com [mailto:JCBIRRELL@aol.com]
Sent: 08 August 2007 10:37 PM
To: Dave Avnit; gerard.holden@greenhaircapital.com; promot@icon.co.za; ABASS.HAIDARA@[redacted]
Cc: jreed@rhoadsreed.com; rmorris@cmgpc.com
Subject: MOU Cleared by US Counsel

Team,

Based on the following representations made by the US counsel engaged to review the proposed 130 MOU, I believe that the project can proceed as outlined.

Please advise travel plans for GoG signature.

Abass is in transit to the Middle East.

Once the GoG signs off on the MOU, arrangements with Abass will be made to sign the sales agreement with the RSAF.

The funds will need to be arranged in accordance with the sales agreement.

Nice work to all.

Jeff

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568401.932

Subj: **Gabon C130's**
Date: 8/13/2007 1:20:29 AM Eastern Daylight Time
From: Dave@norseair.co.za
To: JCBIRRELL@aol.com, promot@icon.co.za, gerard.holden@greenhaircapital.com
CC: Dave@norseair.co.za

Hi Guys

I have returned from a good weekend with the Cameroon Bank. I was able to clarify the transaction and the funding thereon.

In addition I have resolved all the paper work required.

The Bank will be drawing up a loan agreement, which will be ready by Wednesday (this should not hold up our trip to Gabon). Once we deliver back to the Cameroon Bank the guarantee documents and bills of exchange, the Cameroon Bank can finalise the funding process.

I did notice that the sale and purchase agreement for the aircraft states that payment must be made within 7 days of signing the contract. Delivering this in 7 days will not be possible. We need at least 3 weeks.

Thus how do you suggest we approach the Saudi's to get them agree to a more achievable delivery?

In addition, what is the position as it relates to the validity of the State department approval?

The Cameroon Bank will issue a "Bank guarantee" as soon as we deliver the Gabon documentation, which we can provide to the Saudis to confirm our payment process.

Your input will be very helpful.

Rgds

Dave Avnit

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568401.933

E-Transmission

The Grace Group, LLC
1101 30th Street, NW
Washington, DC 20007
T. 202-625-8360
F. 703-821-0858

August 14, 2007

H.H. Abdul Rahman bin Fahad Al-Faisal
Lieutenant General, RSAF
Commander, Royal Saudi Air Force
Headquarters RSAF
Riyadh, Saudi Arabia

Dear General Rahman:

Please be advised that the final legal review of the sale of the C-130 aircraft has been completed. This review was conducted in accordance with the terms of the United States Arms Control Export Act.

I trust that you will appreciate the necessity for this transaction to be conducted in strict accordance with the governing U.S. laws. The final legal review was necessary to prevent issues or problems for the Saudi or Gabonese governments with future exports or re-exports from the United States.

I, now, therefore, ask if a meeting can be arranged for El Hadj Abass Haidara Cherif and the Royal Saudi Air Force next week. The purpose of the meeting will be to finalize the terms of the sales contract and the terms of payment.

The Imam Abass will be authorized to sign the sales contract next week.

Very sincerely yours,

Jeffrey C. Birrell
President & Sr. Managing Member

Cc: El Hadj Abass Haidara Cherif
Mr. Abbes Boularbah
James Reed, Esq.
Roy Morris, Esq.

Permanent Subcommittee on Investigations
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GRACE 0436

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The Grace Group, LLC
1101 30th Street, N.W.
Fifth Floor
Washington, D.C. 20007
(T) 202-625-8360
(F) 202-625-8361
(Email) GRACEGROUPLLC@AOL.COM

United States Department of State
Directorate of Trade Defense Controls
Registered Broker

October 18, 2007

H.H. Abdul Rahman bin Fahad Al-Faisal
Lieutenant General, RSAF
Commander, Royal Saudi Air Force
Headquarters RSAF
Riyadh, Saudi Arabia

Dear General Rahman:

Arrangements had been made for our delegation return to Riyadh on Saturday, October 20, 2007 to complete the transaction involving the purchase of the six C130 aircraft by the Gabonese Republic from the Royal Saudi Air Force.

Unfortunately, El Hadj Omar Bongo Ondimba, President of the Gabonese Republic, has instructed El Hadj Abass Haidara Cherif to continue with other immediate matters of State. This directive prevents El Hadj Haidara's timely travel to the Kingdom and his necessary participation in the aforementioned transaction.

I have, therefore, been instructed to ask Your Highness for an alternative date for a meeting to conclude the transaction. I am confident that arrangements can be made for the delegation's return to Riyadh on Saturday, November 10, 2007.

On behalf of the entire delegation, I thank you for your kind consideration. I also thank you for your understanding of El Hadj Haidara's obligation to President Bongo has his directive.

I look forward to your response.

Very sincerely yours,

Jeffrey C. Birrell

Cc: El Hadj Abass Haidara Cherif
Mr. Abbes Boularbah
James Reed, Esq.
Roy Morris, Esq.
Mr. Dave Avnit, Norse Air

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EXHIBIT #134 - FN 775

GRACE 0683

ph44585 on D330-44585-7600 with DISTILLER
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The Grace Group, LLC
U.S. Post Office Box 6354
McLean, Virginia 22106-6354
(T) 703-821-0858
(F) 703-821-0858
(C) 202-716-2000
(E) GRACEGROUPLLC@AOL.COM
(E) JCBIRRELL@AOL.COM

United States Department of State, ODTCC
Brokering Registration Code:
The Grace Group, LLC (K-1117)

September 21, 2006

Government of the Gabonese Republic

Re: Brokerage Agreement

Dear Sir:

This letter confirms the particulars of the engagement of The Grace Group, LLC by the Government of the Gabonese Republic to serve as its broker in effecting the identification, the purchase, and the official reexport licensing of six (6) C-130E aircraft with tail numbers 451, 455, 466, 479, 481 and 1609, valued at $27.6 million, from the Government of the Kingdom of Saudi Arabia (the "Transaction"). The Transaction was approved by the U.S. Department of State on August 24, 2006.

The Grace Group, LLC, will receive a fee of $850,000, plus normal and documented expenses, for its brokerage activities on behalf of the Government of the Gabonese Republic relating to the Transaction, which amount will be deemed earned and payable upon the signing of a contract for the Transaction.

If, within three (3) years after the closing on the Transaction, the Government of the Gabonese Republic determines to sell or otherwise transfer any of these aircraft in a transaction that requires a re-export license from the U.S. Department of State, The Grace Group, LLC will be appointed as its exclusive broker to locate a buyer, secure the required re-export license, and otherwise facilitate the sale or other transaction. For such services, The Grace Group, LLC will be paid a brokerage commission of six percent (6%) of the consideration paid for the transferred aircraft, and in addition, reimbursed its reasonable and necessary out-of-pocket expenses, including travel expenses, in connection with the transaction and the approval thereof by the U.S. Department of State.

For a period of three (3) years after the closing on the Transaction, The Grace Group, LLC shall continue as a non-exclusive broker of the Government of the Gabonese Republic for the purpose of identifying and facilitating leasing opportunities for the aircraft acquired in the Transaction for uses permitted in the re-export license for the Transaction. The Grace Group, LLC will be paid a brokerage commission of two percent

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(2%) of the aggregate payments received by the Government of the Gabonese Republic as a result of any such leasing opportunity procured by The Grace Group, LLC. Nothing herein obligates the Government of the Gabonese Republic to engage in such leasing activities or to accept any particular opportunity originated by The Grace Group, LLC.

The Grace Group, LLC represents and warrants that during the term of this engagement, it will:

a. Comply with all applicable laws and regulations of every country whose laws may apply to the contemplated transactions, including without limitation, those of the United States of America;

b. Not make any improper payment to any government official or otherwise violate the United States Foreign Corrupt Practices Act;

c. Maintain the confidence of any confidential or proprietary information to which it may become privy by reason of its relationship to the Government of the Gabonese Republic, except where required by U.S. law;

d. Fully disclose any potential or actual conflict of interest, and

e. Use its best efforts to carry out the brokering engagements contemplated herein and keep the Government of the Gabonese Republic informed of all material developments.

Our signatures below confirm that this is our agreement.

Government of the Republic of Gabon	The Grace Group, LLC.
By:_____	By:_____ Jeffrey C. Birrell, Sr. Managing Member

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568401.937

1025

THE GRACE GROUP LLC
CLIENT ESCROW ACCOUNT
1239 BEVERLY ROAD
MC LEAN, VA 22101

DATE 4/24/2006 68-444/560 951

PAY TO THE ORDER OF United Bank $ 9,200,000.00

Nine million two hundred thousand and —00/100— DOLLARS

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.

FOR C-130

⑈001025⑈ ⑆056004445⑆ 0043899095⑈ ⑈0920000000⑈

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We credit / debit your account.
(CIRCLE ONE)

UNITED BANK

Date 4-18-06

Reason: Transfer to Feb & March Interest
[redacted]
per Mr. Birrell request

Prepared by: Br. 951

The Grace group

Tran Codes - Bank Use Only			
CREDIT		DEBIT	
30	Misc.	53	Misc.
42	Transfer	76	Transfer
07	No Hold	94	Close

Account Number 4389-9095

Tran Code → 76

Amount $ 5739257

PROOF COPY

DK001

⑆056004445⑆ 43899095⑈ 76⑈0005739257⑈

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EXHIBIT #134 - FN 779

GRACE 0083

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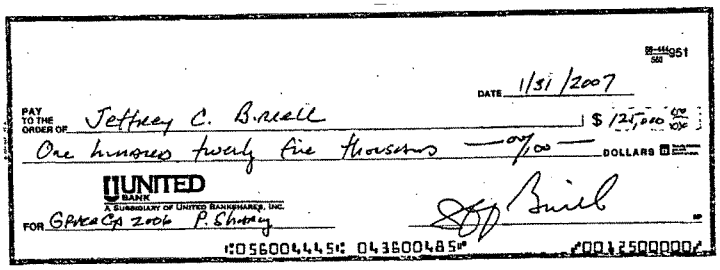

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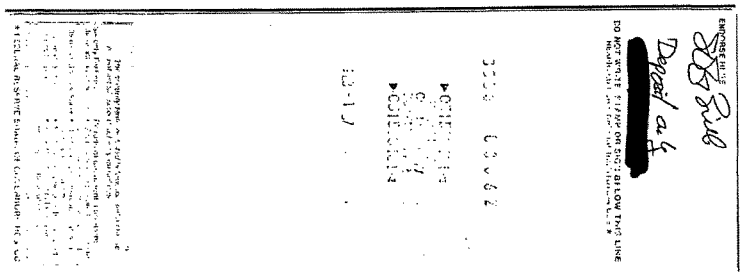
Amount	125000.00	OF6	0
Post Date	20070201	Check	0000000000
Sequence	007741620	Tran	000090



Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 781

psi-tb-000237

UNITED BANK
INTERNATIONAL WIRE TRANSFER AUTHORIZATION

DATE OF WIRE: 07/22/2005 RECEIVED: ☒ IN PERSON ☐ BY FAX ☐ BY TELEPHONE

REQUESTOR (CUSTOMER): _____

COMPANY REQUESTING: THE GRACE GROUP LLC, CLIENT ESCROW ACCT

CUSTOMER VERIFICATION: ☐ SIGNATURE CARD ☐ OTHER (INDICATE): _____

WITHDRAWABLE BALANCE $: _____ IF OVERDRAWN, ADD'L APPROVAL: _____

CALLBACK TO: _____

DATE & TIME OF CALLBACK: _____

AMOUNT OF WIRE: $ 1,000,000.00 TYPE OF CURRENCY: _____

EXCHANGE RATE (FOR WIRE AREA) _____ U.S. $ AMOUNT: _____

DEBIT ACCOUNT NAME: THE GRACE GROUP LLC, CLIENT ESCROW ACCOUNT

DEBIT ACCOUNT #: 4389-9095

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CREDIT ACCOUNT #: [redacted]

CREDIT ACCOUNT NAME: ABASS HAIDARA

RECEIVING BANK NAME: KBC BANK (UCCLE CHURCHILL)

SWIFT/BANK CODE: IBAN - CONTACT Mr. E. Van Roy Fax 0113223408551

BANK'S ADDRESS: Brux, Beligum

CITY & COUNTRY OF BANK: Brux, Beligum

ADDITIONAL WIRE INFORMATION: IBAN [redacted] -BIC KRED BE BB -

PURPOSE OF WIRE: Request of the Head of State

CUSTOMER SIGNATURE (IF APPL): Grace Gp. LLC

BANK EMPLOYEE SIGNATURE: _____ COST CENTER#: _____

ADDITIONAL APPROVAL: _____ REFERENCE#: _____

FOR WIRE TRANSFER OPERATIONS USE ONLY

WIRE OPERATOR: _____ REVIEWED BY: _____

WIRE OPERATOR CALLBACK TO: _____

DATE & TIME OF CALLBACK: _____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 784

GRACE 0279

ph44585 on D330-44585-7600 with DISTILLER
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HSBC

EXTRAVANTAGE
Statement of Account
Account Number 031-30520-2

Open - October 12, 2000
Page 1 of 1

YAMILEE BONGO ASTIER 10-031
[redacted]
NEW YORK NY 10012-1068

Questions?
Call 800-975-4722 or write:
HSBC
Sobo Office
599 Broadway
New York New York 10012

SUMMARY OF ACTIVITY FOR THE PERIOD ENDING 10/12/00

THERE WERE CHECKS AND OTHER SUBTRACTIONS	-4,622.38
THERE WERE DEPOSITS AND OTHER ADDITIONS	50,275.00
INTEREST POSTED THIS PERIOD	19.44
YOUR BALANCE ON 10/12/00	45,672.06

DATE OF LAST STATEMENT WAS NONE

INTEREST PAID THIS YEAR 19.44

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
09/28/00	OPENING DEPOSIT		48,180.00	48,180.00
10/02/00	DEPOSIT		2,095.00	
10/02/00	CHECK	2,500.00		47,775.00
10/05/00	CHECK #0001	217.71		
10/05/00	CHECK #0004	62.37		47,494.92
10/10/00	CHECK #0002	864.18		
10/10/00	CHECK #0003	58.99		46,571.75
10/11/00	CHECK #0006	619.13		45,952.62
10/12/00	CHECK #0008	300.00		
10/12/00	INTEREST EARNED AND PAID FROM 09/28/00 THROUGH 10/12/00 INCLUSIVE AVERAGE DAILY AVAILABLE BALANCE $47,306.77 ANNUAL PERCENTAGE YIELD EARNED 1.00%		19.44	45,672.06

ITEMS PAID ON THIS STATEMENT:

NUMBERED CHECKS:

#0001 .....217.71 #0002 .....864.18 #0003 .....58.99 #0004 .....62.37
#0006 .....619.13 * #0008 .....300.00 *

* GAP IN PAID CHECK SEQUENCE

OTHER ITEMS:

2,500.00

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HSBC-PSI 036987

Please examine your statement at once. For your convenience, instructions for balancing your account are included. *If you change your address, please notify your branch office of your [illegible] ns are credited subject to final payment.*

HSBC Bank USA

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 796

ph44585 on D330-44585-7600 with DISTILLER
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568401.941

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HSBC

INTEREST CHECKING
Statement of Account
Account Number 031-32251-4

Open - September 13, 2002
Page 1 of 1

YAMILEE BONGO ASTIER [redacted] 10-031
NEW YORK NY 10011-6245

Questions?
Call 800-975-4722 or write:
HSBC
Soho Office
599 Broadway
New York New York 10012

It's never too early or too late to start saving for your children's education. To find out more about 529 College Savings Plans, just stop by any HSBC branch, call 1-800-662-3343 or visit us online at us.hsbc.com.

STATEMENT SUMMARY

SUMMARY OF ACTIVITY FOR THE PERIOD ENDING 09/13/02

THERE WERE CHECKS AND OTHER SUBTRACTIONS	-2,862.37
THERE WERE DEPOSITS AND OTHER ADDITIONS	118,321.63
INTEREST POSTED THIS PERIOD	2.22
YOUR BALANCE ON 09/13/02	115,461.48

DATE OF LAST STATEMENT WAS NONE

INTEREST PAID THIS YEAR 2.22

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
09/12/02	OPENING DEPOSIT		118,321.63	
09/12/02	PURCHASE MADE ON 09/11/02 AT THOMPSON HOTEL ASSOC NEW YORK NY	1,512.11		
09/12/02	PURCHASE MADE ON 09/11/02 AT PROFLEX FORCE LTD HOUNSLOW GB	1,220.26		115,589.26
09/13/02	PURCHASE MADE ON 09/11/02 AT MERCEDES LIMOUSINE SR LONG ISLAND NY	130.00		
09/13/02	INTEREST EARNED AND PAID FROM 09/12/02 THROUGH 09/13/02 INCLUSIVE AVERAGE DAILY AVAILABLE BALANCE $115,524.26 ANNUAL PERCENTAGE YIELD EARNED 0.35%		2.22	115,461.48

ITEMS PAID ON THIS STATEMENT:

OTHER ITEMS:

1,512.11 1,220.26 130.00

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Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 798

HSBC-PSI 037061

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568401.942

Business or Occupation *Parsons School of Design*
and Employed by *Full Time Student* Tel. No. *Bus: (917)774-4708*

Introduced by Initial Deposit $ *118,621.63* Date *09/12/2002*

Date Closed Amount $ Reason:

Accepted by *Marie P. Semexant*

12/07/1977		
DATE OF BIRTH	SOCIAL SECURITY NUMBER	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	

Remarks *EXISTING CUSTOMER* *DDA 031-30520-2* Exp: Chx:*Existing Cust*
PASSPORT [redacted] Exp: *08/12/2003*

Under penalties of perjury, I certify that (1) The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien). If you are subject to backup withholding due to notified payee underreporting, please cross out item (2b).

PERSONAL SIGNATURE OF U.S. PERSON W-8 on File
X

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EXHIBIT #134 - FN 799

HSBC-PSI 037060

ph44585 on D330-44585-7600 with DISTILLER
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568401.943

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INSTITUTION 02 HSBC BANK USA — CTR SUBPOENA SEARCH REPORT — SEND TO-CTR 12TH FLOOR PAGE 1
PROCESS EFF. DATE 07/29/03 — CTR060 PRINTED 07/30/03 04:59:15

CRITERIA: START DATE: 01/23/02 TIME: [redacted] DSTN: ALL
END DATE: 01/23/02 NAME:

>>> CTR DATE..... CREATED: 01/23/02 ORIG RPT: 02/01/02 LAST RPT: 00/00/00 ACKNOWL: 02/15/02 DOCUMENT CONTROL: 20020191652732

CTR FLAGS..... SOURCE FILE: SUBPOENA MAIL DEPOSIT: NO AMENDED: NO SUSPICIOUS: NO EXEMPT EXCEEDED: NO
CTR TIN: [redacted] NIGHT/ATM DEPOSIT: NO CORRECTED: NO TARGETED: NO MULTIPLES: NO

CUSTOMER..... TAX ID: [redacted] OCCUPATION/BUSINESS: STUDENT
NAME: ASTIER/YAMILES/BONGO IDENTIFICATION TYPE: PASSPORT ISSUER: CN
ADDRESS: [redacted] NUMBER: [redacted]
CITY/STATE/ZIP: NEW YORK NY 10011 CNTRY: US BIRTH DATE: [redacted]
DBA/TA NAME:

TRANSACTION.... APPLICATION: DDA DEMAND DEPOSIT ACCT ACCOUNT NUMBER: 0031105202
TRAN TYPE: DEP CHECKING DEPOSIT BRANCH: 031 SOHO OFFICE/HSBC BANK USA
CUSTOMER TIN: [redacted] BRANCH ZIP: 10012 PREPARER ID: M804772
CASH AMOUNT: 58,000 EXCHANGE TYPE:
AMOUNT $100: 0 FOREIGN AMT: CURRENCY CNTRY:
TRANSACTION COUNT: 1 CHECK/WIRE AMT: 0 COUNT: 0

** CTR TOTAL... TOTAL CASH IN: 58,000 TOTAL CASH OUT: 0

Gloria

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HSBC-PSI 037413

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 802

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00422 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.944

INSTITUTION 02 HSBC BANK USA CTR SUBPOENA SEARCH REPORT SEND TO-CTR 12TH FLOOR PAGE 1
PROCESS EFF. DATE 07/29/03 CTR060 PRINTED 07/30/03 04:59:15

CRITERIA: START DATE: 06/18/02 TIMS: [redacted] INCTS: ALL
END DATE: 06/18/02 NAME:

>>> CTR DATE..... CREATED: 06/18/02 ORIG RPT: 06/21/02 LAST RPT: 00/00/00 ACKNOWL: 07/11/02 DOCUMENT CONTROL: 2002180591532

CTR FLAGS..... SOURCE FILE: SUBPOENA MAIL DEPOSIT: NO AMENDED: NO SUSPICIOUS: NO EXEMPT EXCEEDED: NO
CTR TIN: [redacted] NIGHT/ATM DEPOSIT: NO CORRECTED: NO TARGETED: NO MULTIPLES: NO

CUSTOMER..... TAX ID: [redacted] OCCUPATION/BUSINESS: STUDENT
NAME: LAMILEE/BONGO/ASTIER IDENTIFICATION TYPE: PASSPORT ISSUER: CN
ADDRESS: [redacted] NUMBER: [redacted]
CITY/STATE/ZIP: NEW YORK NY 10011 CNTRY: US BIRTH DATE: [redacted]
DBA/TA NAME:

TRANSACTION.... APPLICATION: DDA DEMAND DEPOSIT ACCT ACCOUNT NUMBER: 0031305202
TRAN TYPE: DEP CHECKING DEPOSIT BRANCH: 031 SOHO OFFICE/HSBC BANK USA
CUSTOMER TIN: [redacted] BRANCH ZIP: 10012 PREPARER ID: M804773
CASH AMOUNT: 49,900 EXCHANGE TYPE:
AMOUNT $100: 0 FOREIGN AMT: CURRENCY CNTRY:
TRANSACTION COUNT: 1 CHECK/WIRE AMT: 0 COUNT: 0

** CTR TOTAL... TOTAL CASH IN: 49,900 TOTAL CASH OUT: 0

[redacted] = Redacted by the Permanent Subcommittee on Investigations

G-LoR19

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 803

HSBC-PSI 037408

ph44585 on D330-44585-7600 with DISTILLER
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568401.945

INSTITUTION #3 HSBC BANK USA CTR SUBPOENA SEARCH REPORT SEND TO-CTR 12TH FLOOR PAGE 1
PROCESS EFF. DATE 07/30/02 CTR060 PRINTED 07/31/03 05:09:44

CRITERIA: START DATE: 09/20/02 TIN: [redacted] INST: ALL
END DATE: 09/20/02 NAME:

>>> CTR DATE..... CREATED: 09/20/02 ORIG REPT: 10/11/02 LAST REPT: 08/06/00 ACKNOWL: 11/12/02 DOCUMENT CONTROL: 20022921171632

CTR FLAGS..... SOURCE FILE: SUBPOENA MAIL DEPOSIT: NO AMENDED: NO SUSPICIOUS: NO EXEMPT EXCEEDED: NO
CTR TIN: [redacted] NIGHT/ATM DEPOSIT: NO CORRECTED: NO TARGETED: NO MULTIPLES: NO

CUSTOMER..... TAX ID: [redacted] OCCUPATION/BUSINESS: STUDENT/NEWYORK UNIVERSITY
NAME: [redacted]/ONCO/ASTIER IDENTIFICATION TYPE: PASSPORT ISSUER: CH
ADDRESS: [redacted] NUMBER: [redacted]
CITY/STATE/ZIP: NEW YORK NY 10011 CNTRY: US BIRTH DATE: [redacted]
DBA/TA NAME:

TRANSACTION.... APPLICATION: DDA DEMAND DEPOSIT ACCT ACCOUNT NUMBER: [redacted]
TRAN TYPE: DEP CHECKING DEPOSIT BRANCH: 031 SOHO OFFICE/HSBC BANK USA
CUSTOMER TIN: [redacted] BRANCH ZIP: 10012 PREPARER ID: 3505022
CASH AMOUNT: 50,000 EXCHANGE TYPE:
AMOUNT $100: 0 FOREIGN AMT: CURRENCY CNTRY:
TRANSACTION COUNT: 1 CHECK/WIRE AMT: 0 COUNT: 0

** CTR TOTAL... TOTAL CASH IN: 50,000 TOTAL CASH OUT: 0

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HSBC-PSI 037409

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 804

ph44585 on D330-44585-7600 with DISTILLER

568401.946

COMPLY/CTR ..... C T P D I S P L A Y - P A R T 3 ..... COMPLY/CTR

CUSTOMER TIN: [redacted] DATE: 022703 INSTITUTION: 02 COMPLETED: Y

APPL ID: DDA DEMAND DEPOSIT ACCT
TRAN ID: DEP CHECKING DEPOSIT

ITEM ADDRESS: _____
CHECK NUMBER: _____

ACCOUNT ID: [redacted]
CASH AMOUNT: 107,649

BRANCH ID: 031
PREPARER ID: M804772

CHECK/WIRE AMT: 0 COUNT: 0

FOREIGN CURR COUNTRY: __

NUMBER OF TRANSACTIONS: 1
OTHER TIN: _____

********** CURRENT CTR STATUS **********
LAST MAINTENANCE DATE ..... 00/00/00 CTR WILL BE ARCHIVED 08/26/03

_ 1=PART1 2=PART2 3=ADD PART3 4=NEXT CTR 6=DEL 7=SEARCH 8=STATUS 9=HELP

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EXHIBIT #134 - FN 805

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568401.947

1996

COMPLY/CTR ..... CTR DISPLAY - PART 3 ..... COMPLY/CTR

CUSTOMER TIN: [redacted] DATE: 050903 INSTITUTION: 02 COMPLETED: Y

APPL ID: DDA DEMAND DEPOSIT ACCT
TRAN ID: DEP CHECKING DEPOSIT

ITEM ADDRESS: _____
CHECK NUMBER: _____

ACCOUNT ID: 0031322514
CASH AMOUNT: 50,000

BRANCH ID: 031
PREPARER ID: M804772

CHECK/WIRE AMT: 0 COUNT: 0

FOREIGN CURR COUNTRY: __

NUMBER OF TRANSACTIONS: 1
OTHER TIN: _____

********** CURRENT CTR STATUS **********
LAST MAINTENANCE DATE ..... 00/00/00 CTR WILL BE ARCHIVED 11/05/03

1=PART1 2=PART2 3=ADD PART3 4=NEXT CTR 6=DEL 7=SEARCH 8=STATUS 9=HELP

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HSBC-PSI 037414

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 806

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568401.948

From: Brown, Reginald [mailto:Reginald.Brown@wilmerhale.com]
Sent: Tuesday, May 06, 2008 1:49 PM
To: Stuber, Laura (HSGAC)
Cc: Cochran, Kelly
Subject: RE: meeting tomorrow

Dear Laura and Michael,

As you requested during our briefing on May 2, below is a summary of our answers to your questions regarding HSBC Bank USA, N.A. ("HBUS") based on supplemental requests for information related to the Permanent Subcommittee on Investigations ("PSI") subpoena dated April 5, 2007. Also, attached is a Bates-linked timeline of accounts and Know Your Customer ("KYC") information about Banco Africano de Investimentos ("BAI").

1. Subcommittee Investigation

a. In a 9/24/07 meeting, a representative of HSBC noted that as part of this investigation, the bank had discovered issues to improve upon at HSBC. Please provide the Subcommittee with a list of these issues and what corrective actions have been taken.

The investigation has been helpful in identifying compliance functions that worked well in HSBC's system as well as functions that have since been improved. For instance, we are pleased that HSBC's business personnel and compliance officials identified various actors on the PSI list for investigations and appropriate follow up action well in advance of the PSI's request for information. We have also identified improvements that have been made to our wire transfer filter monitors as a result of this investigation.

2. Transport in Angola ("Triang")

a. What due diligence was performed on Falcone/Gaydamak by HSBC before entering into the business relationship? What did the due diligence show? Why HSBC decided to enter into business with Triang and who approved this decision?

The Triang venture was proposed in 1997 by Jose Recio, a long-time Equator customer. Mr. Recio is a prominent Angolan businessman and had been endorsed by the former U.S. Ambassador to Angola. Mr. Recio's main company, Tecnocarro, employs thousands of people in construction, real estate, tourism, agriculture, and other fields. It has been recognized for providing thousands of free meals per day in Angola as well as running an orphanage.

Equator officials approved the investment in significant part because they considered Mr. Recio to be a successful and reputable businessman, because the project fit with Equator's existing equipment financing operations, and because market demand was expected to be strong in light of the fact that mining companies in the northeastern corner of the country had been relying on expensive air delivery for fuel.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 807

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As Triang was being established, Mr. Recio proposed bringing in Pierre Falcone as an additional investor. In addition to Mr. Recio's recommendation, Equator officials received a glowing reference for Mr. Falcone from Banque Paribas, HEQB-PSI 0001473, and interviewed Mr. Falcone personally.

b. HEQB-PSI 0000207: Douglas Kartsen writes that "Rodney has been a champion of Triang since its inception and Angola and yourselves for much longer." Who was this document sent to? Explain how Rodney Goodwin has been a champion of Triang.

See HEQB-PSI 0000206 for the header to this e-mail, which was addressed to Jose Recio and Rosario Medeiros of Transoil/Triang. We have no information to provide you regarding Mr. Goodwin's activities other than the information previously provided.

c. HEQB-PSI 0000005 to 0000031. This document is the Triang Shareholders Agreement dated 10/15/97. Where is the 8/15/97 Triang agreement?

We have been unable to locate a copy of the August 15, 1997, agreement.

d. HEQB-PSI 0000013 shows Equator paying $105, Mulemba $95 and ATAC $1.7 million for shares of Triang. Appears there was an earlier investment by Equator, Mulemba and ATAC in Triang because this document notes that the number of shares each entity holds has now increased. Was there an earlier investment by the three entities in Triang? If there was an earlier investment, please identify amount invested and date investment occurred. Why did both Equator and Mulemba invest such a small amount in comparison to ATAC?

The October agreement indicates that Equator and Mulemba had made previous investments in Triang under the August agreement, which allocated them 245 and 255 shares, respectively. We do not know the amounts or dates of these earlier investments. However, ATAC was purchasing shares for the first time under the October agreement. The difference in amounts paid may have been due to the fact that Equator and Mulemba had already contributed substantial capital via equity investments and/or loans under the earlier agreement.

e. Clarification of amount HSBC originally invested in Triang.

Equator's primary contribution was nearly $4 million in working capital by way of loans, though it also made a modest cash investment. Based on some of the tax documents relating to the sale of Equator's shares in 2004, it appears that the total cash investment may have been about $350. HSBC-PSI 037142, 037145.

f. Change in HSBC's strategy in Angola as referenced by HEQB-PSI 0000288 to 0000289 that caused HSBC to relinquish its interest in Triang.

We have no information as to the reasons why Mr. Goodwin made this specific statement.

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g. Financial soundness of Triang referenced in HEQB-PSI 0000259.

Triang's original business plan was disrupted in 1998 due to military hostilities. This email chain seems to suggest that Triang faced increased competition from newer fleets after peace was re-established.

h. HEQB PSI 0000246 to 0000247. "Since the beginning of this joint-venture, ATAC could rely on HSBC's role not only as another foreign shareholder, but primarily as the independent controller of Triang's finances through the quarterly monitoring of the loan repayments." There are no loan documents provided by HSBC. Please provide loan information including: recipient of the loan, the amount of the loan, the date of the loan repayments, the amount of the loan repayments, any due diligence HSBC conducted before entering into the loan, provide the quarterly monitoring of loan repayments by HSBC.

Please see HEQB-PSI 0001403 to 0001405 and HEQB-PSI 0001450 to 0001472. If we are able to locate additional information, we will forward it to you promptly.

i. HEQB-PSI 0000032 to 0000071. "Deed of Conditional Purchase and Sale btwn Mulemba & HSBC." Was April 10, 2003, the final date of the sale? Confirm amount Mulemba paid for HSBC's shares of Triang. Confirm payment schedule regarding Mulemba's payments to HSBC. Were there other buyers who were interested in purchasing shares of Triang? If so, please identify.

The document was executed on April 10, 2003, and provides that Equator's shares and other rights would not transfer until the final payment in late 2004. We have no additional information regarding the total payment, the payment schedule, or any other interested buyers.

j. HEQB-PSI 0000073 to 0000-74. If HSBC Equator sold its shares in Triang on 4/10/03, why is HSBC Equator appointing a new director, David Battle, to Triang on April 11, 2003?

The document indicates that the reason for the new appointment was Rodney Goodwin's retirement, rather than the sale of shares. Because Equator's ownership did not terminate until the last payment in 2004, it appointed Mr. Battle to protect its interests and the likelihood that it would receive the remaining payments.

k. Is David Battle an employee of HSBC?

He was an employee of Equator in 2003-2004, but has since left the Bank.

l. HEQB-PSI 0000269. On November 14, 2002, Douglas Kartsen notes that "Given the intent to sell, I don't believe retaining a Board seat will result in any greater reputational risk than being a shareholder." What was the reputational risk that Mr. Kartsen was concerned with?

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As discussed on the next page of the email chain (HEQB-PSI 0000270), it was potential reputational risk arising from Mr. Falcone's minority interest in Triang.

m. Does HSBC still have a representative on the Triang board? If yes, who is that person? If no, please identify the last HSBC employee to sit on the Triang board and the date when that person resigned from the board.

No. David Battle resigned effective November 19, 2004. HEQB-PSI 000004.

n. HEQB-PSI 0000152. On May 9, 2003, Doug Kartsen notes that David Battle will "begin gently discussing with Recio the likely strategy for Triang going forward." After selling its shares to Mulemba, has HSBC continued to play a role in the business activities of Triang? If so, what role did it play?

See above.

Banco Africano de Investimentos ("BAI")

a. Please provide timeline of account(s) opened by BAI at HSBC, including the credit card account, including date account was opened and date KYC, or updated KYC, was completed by HSBC.

Please see the attached, which has been labeled HSBC-PSI 037864.

b. In particular, there are several KYC profiles for BAI in the documents provided to the Subcommittee. Please explain if each is a KYC document, and if not, what is it? Also, describe when each was approved by HSBC; who gave final approval to KYC; and why new KYC was needed.

- **HSBC-PSI 036764 to 036773.** This appears to include a mix of documents and duplicate pages; we believe the complete KYC profile begins on HSBC-PSI 036767. HSBC-PSI 036773 lists approvals for the initial KYC on July 24, 1998, shortly after the initial account opening at Republic. HSBC-PSI 036771 reflects additional KYC and approvals by Banknotes personnel in December 1999. HSBC-PSI 036769 reflects a client visitation in March 2000. Accordingly, the profile appears to reflect cumulative KYC activity over a two-year period as the customer relationship expanded.

- **HSBC-PSI 036775-80.** This routine KYC update dates from late 2001. See HSBC-PSI 036780.

- **HSBC-PSI 036630 to 036636.** This routine KYC update was approved on January 16, 2005. See HSBC-PSI 036635.

- **HSBC-PSI 036660 to 036665.** These are two copies of a Client AML Questionnaire, which HBUS collects as part of the KYC update process.

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The signatures on the second version at HSBC-PSI 036665 are likely by BAI personnel, not HBUS.

c. The ownership of BAI, including the ownership of Arcinella and Sforza.

Please see the most recent KYC profile at HSBC-PSI 036738 to 036739 for a description of the current shareholders.

d. Why HSBC allowed the BAI account to remain open without identifying all owners.

Patriot Act regulations require United States banks to determine the nature of ownership interests held by persons with a 10% or greater interest in foreign financial institutions that are not publicly traded. See 31 C.F.R. § 103.176. As a further safeguard, HBUS uses a 5% ownership threshold for banknotes customers in high-risk jurisdictions. See, e.g., HSBC-PSI 036738. HBUS was informed that Arcinella and Sforza established a 1% limit on the amount of shares investors could hold. Ultimately, since HBUS was informed that no owner of Arcinella or Sforza could meet or exceed the more rigorous internal threshold of 5% ownership of BAI, identifying all owners was not required by law or internal policy. HSBC-PSI 036751 to 036752.

e. Were the compliance personnel who reviewed the KYC satisfied even without the ownership list?

Yes. See HSBC-PSI 036672.

f. Who at HSBC approved/reviewed the decision to open the account and keep it open?

Personnel who approved the most recent KYC update are listed at HSBC-PSI 036748. See HSBC-PSI 036748 to 036752 for a chronology of approvals and reviews covering most of the KYC activity between 2001 and 2007.

g. Who is the relationship manager for BAI?

HBUS did not have a single relationship manager for BAI.

h. Whether or not HSBC compliance issued a waiver to BAI.

During a period of KYC review when additional information was being collected in late 2006, BAI sought to establish an account to make settlement payments to VISA. Compliance permitted brief extensions of time to collect information about ownership while allowing this low-risk account opening to proceed. HSBC-PSI 036752.

i. HSBC-PSI 036690. On 10/27/06, Alan Ketley at HBUS writes "I understand that we have been waiting from [sic] some crucial KYC information from this client for some while – they should understand that having accommodated them in this way they should be more responsive to our KYC inquiries." What information was

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Mr. Ketley waiting for? Did Mr. Ketley receive the information? If so, what did he receive?

Mr. Ketley was referring to ownership information, as suggested in the next page of the email chain. HSBC-PSI 036689. BAI subsequently provided information as reflected in HSBC-PSI 036579 to 036603 and other produced materials.

j. How has HSBC been accommodating with the client?

As noted above, an extension was granted to allow the establishment of the account for making settlement payments to VISA pending completion of the KYC. HSBC-PSI 036748.

k. HSBC-PSI 036686 -What do handwritten notes say?

A second, more legible copy of this document was produced in response to your earlier request. HSBC-PSI 037842.

l. What is Abijah Darko's relationship in the corporate structure to Princely Muro?

Ms. Darko was an HSBC manager who was designated as the Global Relationship Manager ("GRM") for BAI because she was geographically located on the Continent. Princely Muro was an HBUS regulatory risk officer responsible for first level review and collection of KYC documentation.

m. Was Mr. Darko the relationship manager of BAI? If not, who is relationship manager?

See above.

n. HSBC-PSI 036689. Princely Muro at HBUS notes that BAI's profile "is currently CS denied status." Define CS denied status.

CS stands for Client Services and refers to the second-level approval in the KYC process. On the HBUS computer system, "denied" is a misnomer and indicates only that review has occurred but approval has not yet been issued, typically because of a pending information request. *See, e.g.*, HSBC-PSI 036750.

o. What were Mr. Muro's concerns with BAI's profile?

The email itself indicates the reasons for the delay in approval, which primarily involved ongoing review of ownership information.

p. Why was BAI's profile in denied status?

See above.

q. What were the dates when BAI's profile was in denied status?

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See HSBC-PSI 036752 for the chronology.

r. Was BAI's profile taken out of denied status?

Yes, see HSBC-PSI 036752 for the chronology.

s. Were there other instances where BAI's profile was denied? If yes, please provide date(s); reason profile was denied, and date(s) of reinstatement.

See HSBC-PSI 036748 to 036752 for a chronology covering most of the KYC activity between 2001 and 2007.

t. HSBC-PSI 036751. Beginning in 2005, Arcinella, Dabas, and Sforza are listed as owners of BAI. How did HSBC learn of this change in ownership and who at HSBC learned of this change? When did HSBC first become concerned about identifying owners of Arcinella, Dabas, and Sforza?

The origins of this entry are unknown. HBUS followed up on the ownership interests during its next KYC update. See, e.g., HSBC-PSI 036627.

u. HSBC-PSI 036602. On 4/5/07, Ketley writes that "Ordinarily partial ownership by a state owned oil company would be a point of interest and little more but the fact that this information is so deeply buried and you had to really fight to obtain details of ownership of Sforza, Dabas and Arcinella suggests a desire to veil the bank's ownership for reasons that I do not understand ..." Were owners of Sforza, Dabas, and Arcinella ever provided to HSBC? If yes, please provide them to the Subcommittee.

Dabas served as an ownership vehicle for Jose Paiva. HSBC-PSI 036743. As explained above, HBUS was informed that the Arcinella and Sforza shareholders fell below the 5% internal threshold, HSBC-PSI 036751 to 036752, so the list was not required to complete the KYC process.

v. Was Ketley ever satisfied with the answers provided by BAI with regard to ownership of Sforza, Dabas, and Arcinella? If yes, how was he satisfied?

Yes, see HSBC-PSI 036672.

w. Ketley also expresses concern regarding "how much influence Sonangol might exercise over the bank..." Was Ketley ever satisfied with the amount of influence Sonangol had/has over BAI? If yes, how was he satisfied?

Yes, see above.

x. HSBC-PSI 036585. On 4/20/07 Mr. Darko notes that BAI will provide the shareholders for the SPVs (Arcinella, Dabas, and Sforza) "in the next few weeks." Has BAI provided the shareholder information to HSBC? If yes, please provide to the Subcommittee. If no, why not?

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No, see above. As we discussed during our meeting, we will follow up and request the list of shareholders and any links to senior foreign political figures as part of a new round of KYC.

y. HSBC-PSI 036577. In 4/25/07 call report, Mr. Darko notes that Theodore Giletti "confirmed that SPVs in question did not have any link with the President of Angola." Do or did SPVs have any link with any senior foreign political figures in Angola? If so, please provide the names of these senior foreign political figures.

See above.

z. Mr. Darko also notes that BAI's AML policy had not been provided to HSBC. Did HSBC receive BAI's AML policy? If so, please identify BAI's AML and when it was received by HSBC.

No, BAI provided an updated AML questionnaire on Feb. 14, 2007. As we discussed during our meeting, we will follow up and request a copy of the policy as part of a new round of KYC.

aa. HSBC-PSI 036671-2. On 5/29/07, Mr. Ketley writes, "I'm satisfied with the answers on ownership." Please describe what Mr. Ketley was told that satisfied him as to the ownership. Ketley also notes that "we do not understand the nature of the degree of risk here – largely because we did not seem to know that the holders are PEPs." Does Mr. Ketley now understand nature of risk? What is the nature of the risk? Has risk been eliminated? If so, how?

We have no further information concerning Mr. Ketley's conclusion regarding ownership. The later passage related to the corporate credit card program. That program already had significant fraud controls in place, and HBUS implemented additional AML monitoring and screening of cardholders in response to Mr. Ketley's comments. See HSBC-PSI 036741 to 036742. In general, the corporate credit card program relationship with BAI is small. The cards have $10,000 credit limits, are 100% cash collateralized, and do not permit cash advances. HSBC-PSI 036741 to 036742, HSBC-PSI 036804, ¶ 2.

bb. HSBC-PSI 036656. Princely Muro writes "Unfortunately BAI appeared on a recent Banknotes Audit list for which an update from PCM is required by Feb. 14, 2007 (Wed)." What is a Banknotes Audit? What is PCM? Please provide dates audits were conducted of BAI by HSBC and result of these audits.

The Banknotes Audit refers to a routine audit of Banknotes' AML Function. "PCM" is the Payments and Cash Management group. HSBC does not audit BAI, which is an independent bank. Please see HSBC-PSI 036561 to 036562 for Ernst & Young audit materials concerning BAI that were collected during the most recent KYC update. .

4. Yamilee Bongo Astier

a. Due diligence by HSBC of Yamilee Bongo accounts including due diligence of cash transactions and source of funds.

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There were no "Yamilee Bongo" accounts. There were accounts in the name of Yamilee B. Astier. Ms. Astier was a Canadian national who was apparently born in Mexico; the mere existence of her middle name did not suggest a tie to Gabon. HSBC-PSI 036987, 037437. Her initial account activity appeared consistent with what one would expect for an NYU student, with large credits and debits occurring in January and August/September. HBUS's account monitoring detected a change in activity in the last year of the relationship, prompting the bank to file five Currency Transaction Reports on large cash deposits. HBUS received no indication from the government there was anything wrong with the transactions. After Ms. Astier received a $180,000 wire through Citibank from the Republic of Gabon in spring 2003, HBUS opened a broader investigation and decided to close the account.

b. Who approved the initial opening of the account? Who was the account manager?

HBUS was unable to locate opening records for account 031305202 from 2000. Marie P. Semexant was the account manager when account 03132254 was opened in 2002. HSBC-PSI 037059 to 037060. Michelle Quon was account manager when it was closed in July 2003. HSBC-PSI 037448.

c. Please provide account opening documentation for this account.

See above regarding account 031305202. See HSBC-PSI 037059 to 037060, 037534 regarding account 03132254.

d. When did account open?

The opening deposit for account 031305202 was made on September 28, 2000. HSBC-PSI 036987. The opening deposit for account 03132254 was made on September 12, 2002. HSBC-PSI 037061.

e. HSBC-PSI 037518 to 037519. On May 9, 2003, $50,000 cash was deposited into Ms. Astier's account. Was $107,648.62 referred to in this document also a cash deposit into Ms. Astier's account?

Yes. See HSBC-PSI 037412 for currency transaction report materials.

f. With regard to additional cash transactions involving Ms. Astier's account, please provide: Dates of the cash transactions, Amount of the cash transactions.

We have previously provided currency transaction report materials concerning all transactions that HBUS identified that exceeded the $10,000 threshold for currency transaction reporting. See HSBC-PSI 037408 to 037414.

g. HSBC-PSI 0367618 notes that Yamilee's account closed on 10/1/02 but HSBC-PSI 0367616 is an account closure letter sent 7/31/03. Why was one account allowed to remain open for 9 months longer than the other?

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The first account opened, 031305202, was closed by Ms. Astier. The second account, 031322514, was closed by HBUS after an investigation into the Citibank wire received in May 2003.

h. HSBC-PSI 037588. Please provide information as to why Manhattan Ford wrote a check to Ms. Astier for $66,085?

We have no information other than the memo line on the check indicating that it was a refund of deposit.

i. HSBC-PSI 037445. Confirm date on which Ms. Astier received $183,500 from Gabon Casier at Citbank Libreville.

As noted on the subsequent page, HSBC-PSI 037446, it was May 7, 2003.

j. HSBC-PSI 037473. Ms. Astier wrote a check to Country West Lincoln for $172,888. What is the source of the funds?

The check was issued shortly after she received the Citibank wire, so HBUS considered the wire to be the source of funds.

5. Collins Revocable Trust

a. Due diligence by HSBC of Collins Revocable Trust account including due diligence of cash transactions and source of funds.

Ms. Collins was an American citizen with domestic forms of identification (U.S. passport, California driver's license, HSBC-PSI 037110 to 037112) and domestic sources of funds (Fidelity Investment account and California real estate investments, as evidenced by documents such as HSBC-PSI 037120). Her passport does not list Bongo as her name. Republic National Bank's documentation lists her husband's name with a California address, but he was not a signatory on the account. The application materials indicate that Ms. Collins was referred to the bank by an existing customer of Republic and did not suggest any tie to Gabon. Early deposits were from expected domestic sources. Ms. Collins' third account opened in 2001 also received some foreign wires. Ms. Collins' first large cash deposit ($70,000) triggered an HBUS investigation and closing of her account.

b. Who was the account manager? Who approved the initial opening of the account?

Lori Graf was the original account manager. Kathy Attaii was the subsequent account manager. See HSBC-PSI 037110, 037105, 037133.

c. HSBC-PSI 037110 to 037128. 4/14/00 Collins Revocable Trust account opening documentation at Republic Bank of CA. Source of funds of trust indicates "trust fund." What did HSBC believe to be the source of funds for the trust fund?

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We do not know what Republic was told about the source of the Fidelity Investment funds.

d. When did HSBC realize that Collins Rev. Trust belonged to Inge Bongo?

Some account opening documentation collected by Republic listed her married name but did not indicate any tie to Gabon or to Omar Bongo. The family connection was confirmed during HBUS's 2003 investigation.

e. HSBC-PSI 037099 to 037109, HSBC-PSI 037105. It appears that as of 2/7/03, Susan Hoggarth was the relationship manager for the Collins account. Was Ms. Hoggarth the relationship manager?

No, as reflected in the emails, Susan Hoggarth's title was First Vice President in the Compliance Department.

f. Was Ms. Hoggarth aware that Inge Collins was related to Omar Bongo? If yes, when was she made aware? If yes, was additional due diligence done on account when she was made aware? What was Ms. Hoggarth's understanding as to the source of funds for the Collins trust?

During the investigation, Ms. Hoggarth raised the possibility that Inge Collins might be related by marriage to Omar Bongo. Additional due diligence confirmed the familial connection, and the account was closed.

g. Are the authors of HSBC-PSI 037099-037109 in the HSBC in the compliance department? If not, where are they located at HSBC?

We are following up on the department affiliations for Carolyn Henderson and Valerie Hobden. The others are reflected in the headers of the emails themselves:

- Kathy Attai, Vice President, Domestic Private Banking Client Services.
- Noemi Gonzalez, Beverly Hills Branch Manager.
- Vanessa Bryant, Assistant Vice President, Compliance.
- Linda Shilton, Assistant Vice President, Domestic Private Banking Client Services.
- David Seinfeld, Senior Vice President, Domestic Private Banking.

h. HSBC-PSI 037129-037138 Email noting Ms. Bongo made $70,000 cash deposit into Collins Rev. Trust account on 11/25/02. Were there additional cash transactions with regard to the Collins trust. If yes, please provide dates and amounts of these cash transactions.

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This was the only cash transaction that HBUS identified that exceeded the $10,000 threshold for currency transaction reports.

i. Who originally brought the cash transaction to the attention of other HSBC personnel and on what date?

HSBC-PSI 037107 references a currency transaction report prepared on or about the time of the deposit, but we do not know any other details. As reflected in the document, Vanessa Bryant investigated the source of funds in December 2002.

j. When was account closed?

The bank closed the account in early April 2003. See, e.g., HSBC-PSI 037099.

k. From 2001-2003, the Collins Rev. Trust received multiple wires from Sofinpar at KBC Bank, for example, at HSBC-PSI 032610. Does HSBC have knowledge as to who or what Sofinpar is? If yes, please identify.

We believe that Sofinpar is a holding company located at Val St. Andre 37, Luxembourg 1128. Georges Rocofford is listed as a partner.

l. Global wide search of Bongo accounts done by HSBC referred to at HSBC-PSI 037137. Why was this search done and what was the conclusion?

We did not see anything in this document that refers to a global search, but saw references in other materials to a search request by HSBC Group. We do not know its origins. So far as we know, HBUS did not identify any other account relationships involving Omar Bongo or his family members.

6. Gabon Mission or Embassy Accounts

a. Does HSBC have a mission account or an embassy account for Gabon? If so, where are those accounts located? What due diligence was done when they were opened? Who approved the opening? What safeguards has HSBC put in place with regard to these accounts? What is the average minimum balance in the accounts?

HBUS did not find any records of a previous or current account for the mission, embassy, or other government agencies.

* * *

HBUS requests that this response be treated as confidential under Rule 16 of the PSI's Rules of Procedure and not be released publicly without a majority vote of the PSI. We also request that if the PSI wishes to consider whether any of these documents should be made public, HBUS be given an opportunity to be heard on that question.

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HSBC

History / Trend Analysis Report

From 06/2002 to 05/2003

CAMP US BSA BAU Production
Report No.: # 44
07/10/2003

PC / RC: 00031 Soho
Account 0031322514
Officer MARI5

Company:
YAMILEE BONGO ASTIER
Country 11

Month	Violated Threshold	In: Tot Amount	In: Cash	In: # Trans	Out: Tot Amount	Out: Cash	Out: # Trans	Ratio	Last KYC Review Date
May 2003	PC Total / PC Cash / WTP	233,500	50,000	2	174,128	0	9	14.57	00/00/0000

Permanent Subcommittee on Investigations
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HSBC-PSI 037444

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HSBC

Detail Transaction Report by Specified Client
REPORT BY Transaction Process Month: May 2003

CAMP US BSA BAU Production
Report No.: # 25A.2
07/10/2003

Account: 0031322514 YAMILEE BONGO ASTIER
PC/RC: 00031 Soho Company:
Officer: MARIS Country: UNITED STATES Open: 00/00/0000 Close: 00/00/0000

Value Date	Credit Amount	Debit Amount	Total Amt	Total Amt	Transaction Code	Transaction Description	Check Number	Transaction Detail
05/01/2003	100.99	0.00			0936	ELECT XFER		
05/01/2003	94.10	0.00			0936	ELECT XFER		
05/05/2003	81.24	0.00			0900	CHECK	0000000532	
2003	52.04	0.00			0900	CHECK	0000000534	
[redacted]/2003			183,500.00	0.00	0588	INTL PYMT CHIP	REPUBLIC OF GABON CAS031322514 YAMILEE [redacted] NEW YORK NY 10012	CITIGALXCITIBANK N.A. BICITIBANK (GABON)B.P. 3940 LIBERVILLE, GABON YAMILEE BONGO ASTIER 254 [redacted] 0000000008
05/07/2003	975.00	0.00			0900	CHECK	0000000535	
05/07/2003	75.31	0.00			0900	CHECK	0000000533	
05/09/2003			50,000.00	50,000.00	0500	DEPOSIT		
05/09/2003	172,188.00	0.00			0900	CHECK		
05/28/2003	475.34	0.00			0900	CHECK	0000000537	
05/28/2003	86.13	0.00			0900	CHECK	0000000536	
2003 MAY	174,128.15	0.00	233,500.00	50,000.00				

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ALL MONITORED TRANSACTIONS

Page 1 of 1

HSBC-PSI 037445

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2010

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HSBC

Wire Transfer Pattern Detail Report
DATE PERIOD: 05/01/2003 TO 05/31/2003

CAMP US BSA BAU Production
Report No.: # 45
07/10/2003

Base Currency USD

Total Wires In:	1	Total Amount In:	183,500.00
Total Wires Out:	0	Total Amount Out:	0.00

PC/RC: 00031 Soho
Account: 0031322514 YAMILEE BONGO ASTIER
Company:
Country: UNITED STATES

Value Date	Amount	Amount Out	Originator	Beneficiary	Originator's Bank	Sending Bank	Intermediary Bank	Beneficiary's Bank
7-May-2003	183,500.00 0.00	0.00 0.00	REPUBLIC OF GABON CASIER NR 98 LIBREVILLE GABON	031322514 YAMILEE BONGO ASTIER 254 [redacted] NEW YORK NY 10012	CITIGAL:CITIBANK N.A. BOULEVARD QUABEN ET RUE KRINGER LIBREVILLE, GABON	CITIBANK (GABON)B.P. 3940 LIBERVILLE, GABON		YAMILEE BONGO ASTIER [redacted]

1 ☐ 2 ☐ 3 ☐ 4 ☑ Payment Details

HSBC-PSI 037446

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2011

Thresholds:
1- Originator and beneficiary patterns with >= 3 transactions and total amount >= 50,000.00
2 - Incoming wires with same originator >= 5 transactions with total amount >= 50,000.00
3 - Outgoing wires with same beneficiary >= 5 transactions with total amount >= 50,000.00
4 - Any One Transaction >= 50,000.00

2012

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HSBC HSBC Bank USA - Image Archive

HSBC VOID OVER $172,188.00 US DOLLAR DRAFT (OFFICIAL CHECK)

05-09-2003 No.388862202

DATE

*****TAMILER B ASTIER*****

PAY EXACT AMOUNT 111031 $172,188.00 ****$172,188.00*****

TO THE ORDER OF *****COUNTRY WEST LINCOLN MERCURY*****

Drawer HSBC Bank USA

CREDIT COPY

[redacted] 5/0017218800

Account Number	Date Posted	Check Number	Amount	Sequence Number	Tran Code
[redacted]	05/09/2003	0388862202	172188.00	41040707	000005

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HSBC-PSI 037473

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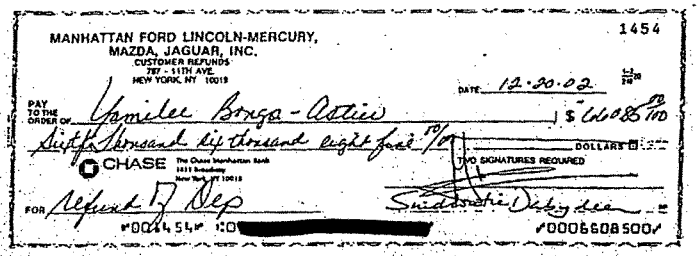
2013

HSBC HSBC Bank USA - Image Archive


MANHATTAN FORD LINCOLN-MERCURY,
MAZDA, JAGUAR, INC.
CUSTOMER REFUNDS
787 - 11TH AVE.
NEW YORK, NY 10019

1454

DATE 12-20-02

PAY TO THE ORDER OF Yamilee Bonga-Astier $ 66085 00/100

Sixty thousand six thousand eight five 00/100 DOLLARS

CHASE The Chase Manhattan Bank
1411 Broadway
New York, NY 10019

TWO SIGNATURES REQUIRED

FOR Refund of Dep

Sandra Dabydeen

⑈001454⑈ ⑆0[redacted] ⑈0006608500⑈

[redacted]

Account Number	Date Posted	Check Number	Amount	Sequence Number	Tran Code
[redacted]	12/23/2002	0000001454	66085.00	42500147	000000

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HSBC-PSI 037588

Permanent Subcommittee on Investigations
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HSBC

Yamilee Bongo Astier
254 Elizabeth St 2F
New York NY 10012-3549

07/31/03

Re: Account # 031322514

Dear Ms Bongo-Astier

Based upon our Know Your Customers Rule we are closing your account listed above. Please do not write any checks against the account. Any remaining balance will be returned to you within two weeks.

We regret any inconvenience this action may cause.

If you have any questions, please contact us at 212-274-0531.

Sincerely,

Stephen Valente
Branch Manager
Soho-031

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HSBC Bank USA
Soho Office, 599 Broadway, Ne
Tel: (212) 2740530, Fax: (212)

Permanent Subcommittee on Investigations
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HSBC-PSI 037418

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July 23, 2008

CONFIDENTIAL

Via Overnight Delivery

Laura Stuber, Counsel
Permanent Subcommittee on Investigations
199 Russell Building
Washington, D.C. 20510

Re: Commerce Bank, N.A.

Dear Ms. Stuber:

We are writing as a follow-up to our meeting of June 18, 2008 and to respond to the questions you submitted to Commerce Bank, N.A. (the "Bank") via e-mail on June 25, 2008.

In responding to your inquiries, we have reviewed available records, and in certain cases, have communicated with the personnel at the Bank in question. As we have discussed, certain of your questions involve individuals who are no longer affiliated with the Bank and we have not contacted them regarding your specific inquiries. In addition, because certain of the events in question took place many years ago, certain of the responses set forth below are based on the current recollection of Bank personnel.

We have set forth below each of the questions you submitted in italics, along with the Bank's response thereto:

1) *Information with regard to Commerce Bank such as its size, assets, number of branches, number of employees.* As of December 31, 2007, Commerce Bank had approximately $50 billion in assets, 475 stores (branches) and approximately 14,000 employees.

2) *Description of AML division, EDDO division, BSA division and their duties and responsibilities.* During the relevant period, the Bank's AML/BSA Department was divided into three functional units AML Investigations, BSA and the Enhanced Due Diligence Oversight ("EDDO"). These units had both primary and overlapping

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EXHIBIT #134 - FN 817

1701 Route 70 East
Cherry Hill, NJ 08034-5400
888/751-9000

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responsibilities. AML Investigations had the primary responsibility of reviewing so-called AML alerts that are triggered through the Bank's AML aggregation software program due to specific or aggregated transactions for business and personal accounts. EDDO was primarily responsible for the risk assessment relative to new business accounts, PEPs, correspondent banking, cash intensive businesses, alerts forwarded by AML Investigations, etc. BSA generally was responsible for operational matters including but not limited to CTR filings and BSA exemptions.

3) *With regard to the "Certificate of Foreign Status W- 8" form at Commerce Bates 2,*

a) *Was this form signed by Ms. Bongo-Astier on May 5, 2004?* Yes, to the best of our knowledge.

b) *When did Commerce Bank request that Ms. Bongo complete this form?* May 5, 2004.

c) *When did Ms. Bongo-Astier complete the form?* To the best of our knowledge, it was completed by Ms. Bongo Astier on May 5, 2004.

d) *Is this the only W-8 form completed by Ms. Bongo-Astier?* It is the only form that we have identified to date.

e) *If there are additional W-8 forms for Ms. Bongo-Astier, please provide them.* N/A

4) *With regard to the chart of cash transactions involving Ms. Bongo-Astier, provided by Commerce Bank to the Subcommittee at the meeting, please identify all transactions in which a CTR was filed.*

9/11/03 deposit
2/9/2004 Euro exchange;
9/21/2004, 9/23/2004 8/24/05, 9/26/2005, 10/26/2005,
12/21/05, 9/10/07, 10/2/07 and 10/31/07 deposits.

5) *Description of the Prime search system and its capabilities.* Prime Associates is a private vendor that provides financial institutions with various software programs to assist in discharging the institutions responsibilities under the Bank Secrecy Act. Initially, the Bank obtained the software necessary to perform OFAC screening. Subsequently, in 2005, the Bank purchased software to identify so-called Politically Exposed Persons.

a) *With regard to Commerce Bates 51, did Mr. Auletta tell Krikor Kapeghian to contact Prime regarding Ms. Bongo-Astier's account?* Yes, to the best of our knowledge. *If not, why did Mr. Kapeghian contact Prime with regard to Ms. Bongo-Astier's account?* N/A

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6) *Description of the AML Hot List Daily Alert and its capabilities.* This is an automated system that monitors wire transactions on a daily basis for countries identified by the Bank as "high risk".

7) *Description of the NAMES system and its capabilities.* The NAMES application has been utilized at account opening by a Customer Service Representative ("CSR") as part of the Bank's Customer Identification Program. The Program requires a CSR to obtain all the required business documents (Articles of Incorporation, Corporate Resolution, Certificate of Formation, etc.) and to ask a series of questions of the customer. This information is evaluated to determine an enhanced scrutiny score ("ESS") specific to the business customer. The higher ESS score translates to the perceived higher risk as a business customer. Other factors in addition to the questionnaire include the business' geographic area, the product or services offered and the completion of the questionnaire by the customer with the CSR and the North American Industry Classification System ("NAICS") code.

8) *Description of the Atchley system and its capabilities.* Atchley was the system that was utilized by the Bank for AML transactional monitoring prior to the implementation of SearchSpace.

a) *Why did the Atchley system initially flag Ms. Bongo-Astier's account?*

i) *Was it the two cash deposits in September and October of 2005 coming into the account, the checks to Orin and Orb, or a combination of these two?* The system flagged the cash deposits made by Ms. Bongo-Astier.

ii) *Is there a document that Atchley produced that caused Commerce Bank to take a closer look at Ms. Bongo-Astier's account? If so, please produce that document to the Subcommittee.* See Exhibit 8(a) hereto.

iii) *What prompted Sara Bruno to send the e-mail at Commerce Bates 47 to Gregg Kirschner?* Ms. Bruno has advised us that she sent the e-mail as part of her daily monitoring responsibilities in response to an AML alerts that had been generated.

iv) *Did Ms. Bruno receive a warning or message from Atchley with regard to the Bongo-Astier accounts? If not, why did Ms. Bruno look into the Bongo-Astier accounts?* The Atchley system generated an alert which prompted Ms. Bruno's follow-up.

9) *The name of the bank, other than Citi, to which Commerce made the 314(b) request.* We do not have any information regarding any such banks.

10) *Name of the person at Commerce Bank who opened Ms. Bongo-Astier's personal account #7916245777 on 9/11/03.* Randy Wolfe *At which branch was the*

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account opened? Store #415 located at Bond St. & Broadway, New York, NY.

11) *Official titles of Sara Bruno, Gregg Kirschner, Frank Hancock, Don Temple, Michael Shepard, Krikor Kapeghian, William Wiegand, Susan Petree, Dianne Brooks, Lewis Finn and Anthony Aiello.* Sara Bruno--AML Investigator; Gregg Kirschner--Formerly Store Manager #415; Frank Hancock--Weekend Supervisor #415; Donald Temple--formerly AML Director of Investigations; Michael Shepard--formerAML Director; Krikor Kapeghian--IT--AML support, William Wiegand--EDDO Sr. Investigator; Susan Petree--SVP Private Banking, Dianne Brooks--former Head Teller #415, Lewis Finn--current Store Manager #415, and Anthony Aiello--AML Coordinator for Private Banking. *In addition, please provide the last name of Tameka referenced at Commerce 48 and her title.* Tameka L. Smith, Head Teller.

12) *After the December 2005 memo, according to Mr. Auletta, there should be three additional six-month reviews. We have a review at Commerce Bates 158-9 for December 13, 2005. We have a review dated March 5, 2007, at Commerce Bates 100, for the time period October 2006 through March 2007. We have a 7/23/07 review at Commerce Bates 156 for the time period 4/9/07-7/9/07. Please provide the review for the time period of January 2006-October 2006.* We are unable to locate at this time any written documents that summarized the six-moth reviews. However, based on the due diligence that we have performed in preparing this response, we are confident that a six-month review was in fact performed with respect to Ms. Bongo-Astier's banking transactions and that such review did not reveal any transactions that were inconsistent with her historical activity.

13) *On Commerce Bates 48-9, at 1:46 p.m., Frank Hancock writes that he spoke to Tameka about Ms. Bongo-Astier and that Tameka "told me that she is a princess or something from some African country, and the money she gets is from her father."*

a) *Please describe when and how Tameka learned that Ms. Bongo-Astier was associated with an African country.* Tameka has advised us that she was informed by a Commerce employee that Bongo-Astier was the daughter of African royalty. Tameka does not recall the exact date or who from Commerce informed her of aforementioned.

b) *Was Tameka's description of Ms. Bongo-Astier the first time that Commerce personnel learned that Ms. Bongo-Astier was associated with an African country?* Not to the best of our knowledge.
If not, please identify those individuals, how, and when they learned this information. See response to question 13(a).

14) *On what date did Commerce designate Ms. Bongo-Astier as a PEP?* Bank records indicate that the designation took place on December 13, 2005.

15) *What date was Commerce Bates 157 written on?* We believe that the

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document was prepared on December 13, 2005.

16) *Who made the decision not to assign Ms. Bongo-Astier's account to a private banker and to keep Ms. Bongo-Astier's account out of the private banking division?* At the opening of the account relationship, Bongo-Astier did not meet the minimum financial requirements to be assigned to a private banker, i.e., annual income was below $500K and she had less than $1MM in investable liquid assets.

a) *How was that decision articulated to other Commerce Bank employees?* There was no formal communication of this to other employees in as much as she did not qualify under Commerce policy to be assigned a private banker.

b) *When Commerce Bank personnel decided not to place Ms. Bongo-Astier in the private banking division, was it making an exception to official Commerce Bank policy with regard to private banking?* No exception to policy was made.

i) *If an exception was made, who approved the exception?* N/A

17) *Does Commerce Bank policy with regard to PEPs consists of monitoring the accounts and reviewing them every six months?* Such a policy has been in effect since at least 2005.

18) *At the interview, Mr. Auletta stated that Commerce Bank did not know the identity of Imagine, an entity that sent a wire to Ms. Bongo-Astier's account.*

a) *Why was Imagine, and the lack of information with regard to Imagine's identity, not mentioned in the memos concerning Ms. Bongo-Astier's account?* The review that was conducted at the time did not reveal any information that would have suggested that the activity involving Imagine was suspicious.

b) *Please describe Commerce Bank policy regarding*

i) whether or not Commerce Bank obtains information as to the identity of an originator of a wire received by a Commerce Bank customer Yes

ii) *whether or not Commerce Bank obtains information as to the identity of the beneficiary of a wire sent from a Commerce Bank customer.* Yes

19) *Please provide the amount of fees collected by Commerce Bank with regard to the servicing of Ms. Bongo-Astier's accounts.* There were no fees collected with regard to the servicing of this account.

20) *Why did Sara Bruno in the AML division write the memo at Commerce Bates 100 instead of EDDO personnel?* Ms. Bruno was reviewing information relating to an AML Hot List Alert from 2/7/2007 as part of her ongoing day-to-day responsibilities in

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the AML area.

21) *Provide a spread sheet of wire transfers into and out of Ms. Bongo-Astier's accounts.* See Exhibit 21 hereto.

22) *Provide the document for the $1 million wire transfer on 11/23/07 from Omar Bongo to Yamilee Bongo-Astier as well as providing any additional documents responsive to the Subcommittee's subpoena that have not been previously provided.* See Exhibit 22.

a) *Was the account for Ms. Bongo-Astier already closed when the 11/23/07 wire came in?* At the time of the wire transaction, the account had been frozen so that no transaction could actually be consummated.

b) *The request to close the account memo was written on 11/14/07 at Commerce 262, yet the email on Commerce 272 is dated 12/18/07 and from the 12/18/07 e-mail, it appears that the account is still open. Please provide documentation as to when the accounts were closed including the letter Commerce Bank sent to Ms. Bongo informing her that the accounts were being closed.* See Exhibit 22 (b) hereto.

23) *With regard to the $1 million cash deposit,*

a) *Provide the name of the person at Commerce Bank who initially opened the safe deposit boxes for Ms. Bongo-Astier.* The contracts governing the opening of Safe Deposit Box #53 and #54 were handled by Kraig M. Severino . The contract governing the opening of Safe Deposit Box #637 was handled by Keraye Brown. All boxes were maintained at Store #415, Bond & Broadway, NY, NY.

i) *Did Ms. Bongo-Astier tell that person what she intended to use the boxes for?* To the best of our knowledge, she did not share any information relative to intended usage of the box. Typically, at the time a safe deposit box is opened, a customer is merely provided information regarding the size of safe deposit boxes that are available and the rental costs for each.

b) *If known, provide the name of the Commerce Bank personnel who escorted Ms. Bongo-Astier to the safe deposit boxes at which time she deposited the $1 million in cash. If that person saw the money being deposited into the safe deposit boxes, please provide a description of what he or she saw with regard to how the money was brought into the bank and then put into the safe deposit boxes.* In the ordinary course, as with all safe deposit box customers, Ms. Bongo-Astier was escorted to the safe deposit box room (in this case by Kraig Severino) which was adjacent to the vault area where the boxes are stored. Mr. Severino has advised us that he has no present recollection of what if anything was being placed into the

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safe boxes.

c) *Provide the date on which Ms. Bongo deposited the $1 million cash into the safe deposit boxes, if known.* Unknown

24) *With regard to Commerce Bates 25,*

a) *On October 2, 2007, did Ms. Bongo-Astier come to the Bond and Broadway branch of Commerce Bank?* Yes

b) *Please identify the Commerce Bank personnel that Ms. Bongo-Astier spoke with on October 2nd as well as a description of her interactions with Commerce Bank personnel on that date.* Lewis Finn advised that both he and Matt Vladika assisted provided her with the necessary paperwork for establishing the Money Market account and purchasing the Official Check. Finn stated that she came into the bank on 10/2/2077 to open a money market account and at that time advised Matt Vladika that the source of the deposit for the account was in U.S. currency that was in a safe deposit box at Commerce Bank.

c) *Did Ms. Bongo-Astier instruct Commerce personnel to open her box or did she do it herself and then present the $1 million cash to Commerce personnel?* Lewis Finn recalls that, consistent with normal operating procedures, Ms. Bongo-Astier opened the box herself. Thereafter, she presented the funds to be deposited into a money market account. This was done in the secured area of the safe deposit box vault area. Finn stated that the funds were in 10 stacks of $100K each. The money at that time was counted and verified by Finn, Vladika and Assistant Head Teller Diane Brooks.

d) *Did Commerce personnel access the 3rd box on October 2nd or anytime after that date?* Absent a judicial order, Bank personnel have no authority to access a safe deposit box. If so, what was in it? As noted above, Bank personnel had no authority to access any of the safe deposit boxes in question.

e) *Did the entire $1 million fit into two 5 x 10 safe deposit boxes?* Lewis Finn believes that the $1MM currency presented on 10/2/2007 was contained box # 53 but he has no current recollection as to how he came to that belief.

25) *Mr. Auletta noted that on 10/2/07 Lewis Finn immediately filed a worksheet, a precursor to a SAR. Please provide this worksheet.* See Exhibit 25 hereto

26) *With regard to Commerce Bates 268,*

On 10/17/07, Mr. Auletta writes that the Bongo-Astier account should be kept open. Mr. Auletta noted, "My opinion is that although there are numerous accusations and allegations concerning Bongo and possible embezzlement of Gabon funds there have

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been no indictments or criminal charges levied against him. We have researched both Bongo and Bongo-Astier, ad nauseam [sic], and have not definitely found anything solid that would preclude our continuing relationship. This specific transaction is the sole transaction in Bongo-Astier's account that would be considered inconsistent with this type."

a) *Why did Mr. Auletta continue to believe the account should stay open after the $1 million cash deposit?* The account was continually monitored and appropriate authorities were being notified relative to suspicious transactional activity. At the time, a judgment was made to continue to monitor the account and report any suspicious transactions.

b) *On what date did Mr. Auletta make the decision to close the account?* The formal request to close the account was prepared on 11/14/2007.

27) *With regard to Commerce Bates 366 Mr. Auletta told the Subcommittee staff that in one of his conversations with Ms. Bongo-Astier, she revealed that she often made purchases at the request of her father.*

a) *Does Mr. Auletta recall in which of his conversations with Ms. Bongo-Astier she relayed this information? If so, please identify the date of this conversation.* December 13, 2005.

b) *With regard to the November 24, 2004, cashier's check for $127,000 for two Cadillac Escalades:*

i) *Who signed the front of the cashier's check?* Gregg Kirshner

28) *Mr. Auletta stated that Commerce Bank ran a PEP filter search of all 50,000 customers beginning in December of 2006.*

a) *Why did Commerce Bank run this PEP filter search?* To address the backlog of account holders that were not originally screened.

b)*What was the result of the PEP filter search*? No new PEPs were discovered.

c) *Did Commerce Bank close PEP accounts as a result of the filter search?* N/A

d) *Provide PEP accounts that were closed, the date they were closed, and the reasons for closing.* N/A

29) *Please call me to discuss how the Subcommittee can obtain information with regard to the now closed Commerce Bank United Nations embassy/mission account(s) for Equatorial Guinea.* As we have discussed, the Subcommittee will forward a subpoena to the Bank should it determine to obtain information regarding this account.

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I trust these answers are responsive to your request. Please feel free to contact me at (856) 470-2237 should you need additional information.

Very truly yours,

James E. Reilly
Deputy General Counsel

JER
Attachments

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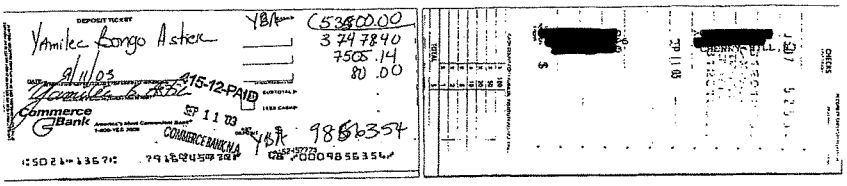
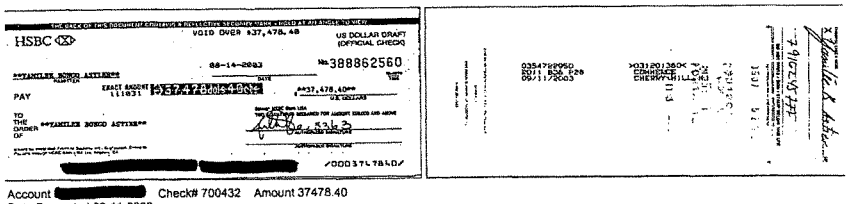
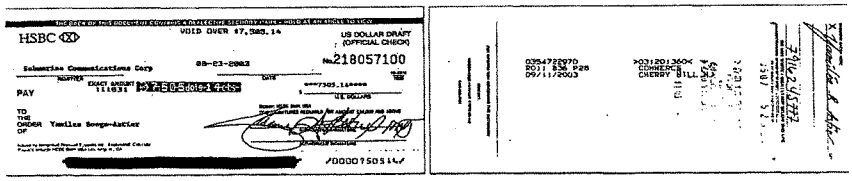


Account 7916245777 Check# 0 Amount 98563.54
Date Presented 09-11-2003

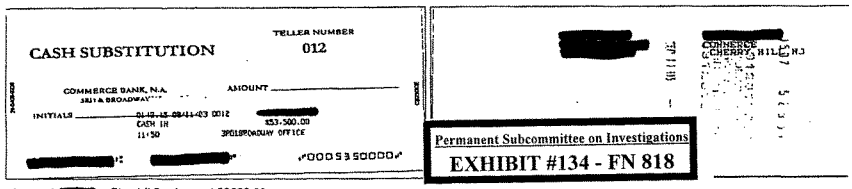


Account [redacted] Check# 700432 Amount 37478.40
Date Presented 09-11-2003

Redacted By
Permanent Subcommittee on Investigations



Account [redacted] Check# 700432 Amount 7505.14
Date Presented 09-11-2003



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Account [redacted] Check# 0 Amount 53500.00
Date Presented [redacted]

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SIGNATURE CARD
COMMERCE BANK
3RD & BROADWAY. 01360415

ACCOUNT NO: 7924332914

Account Type: Ultra Money Market Personal

Title of YAMILEE BONGO-ASTIER
ANY ONE AUTHORIZED SIGNATURE WILL BE SUFFICIENT FOR EACH WITHDRAWAL. CHECK OR OTHER ORDER.

X Yamilee B. Astier
Authorized Signature
YAMILEE BONGO-ASTIER
Print Customer Name

[redacted]
NEW YORK, NY 10014-3647
(917)[redacted]
[redacted]
[redacted]

(212) 604-9608
CANADA 0114174

Street Address ☐
City, State, Zip ☐
Telephone ☐
Soc. Sec. No. ☐
Date of Birth ☐
Employer ☐
Business Address ☐
Business Telephone ☐
ID/DL # ☐

Authorized Signature
Print Customer Name

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Authorized Signature
Print Customer Name

Street Address ☐
City, State, Zip ☐
Telephone ☐
Soc. Sec. No. ☐
Date of Birth ☐
Employer ☐
Business Address ☐
Business Telephone ☐
ID/DL # ☐

Authorized Signature
Print Customer Name

Date Opened October 2, 2007 Initial Deposit $ 1.00 Opened By JEAN-PAUL GRECZI ID

Each of the authorized individual(s) certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold Financial Institution harmless from and against any loss or damage arising from such authority or lack thereof. Financial Institution has no responsibility or duty to assure or verify that Authorized Individual(s) have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if Financial Institution has seen or retained a copy of such document.

The Authorized Individual(s) signing agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee schedule, The Funds Availability Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if applicable), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledge that the Financial Institution provided at least one copy of these deposit account documents.

NOTE: There may be only one Custodian for an account under the Uniform Transfer to Minors Act or the Uniform Gifts to Minors Act. All fiduciaries appointed by order of a court must each sign this signature card, Depositor's Authorization Documents have not been filed.

TIN/BACKUP WITHHOLDING **Reporting SSN/TIN:** [redacted]

Important: Under penalties of perjury, I certify that the number shown above is my correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box):

☒ I am not subject to backup withholding, because I am exempt from backup withholding, or because I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified me that I am no longer subject to backup withholding.

☐ I am subject to backup withholding.

Signature of Authorized Individual X Yamilee B. Astier Date: 10/2/07

For instructions, see Internal Revenue Service Form W-9 that is available at the

COMMERCE BANK

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[redacted]

COMMERCE BANK, N.A. **SIGNATURE CARD**

■ Personal Checking Account ☐ Savings Account ☐ Money Market Deposit Account
☐ Premier Money Market Deposit Account ☐ Interest Checking

Title of account: Yamilee Bongo-Astier

ACCT. NO.: 7916245777

ANY ONE AUTHORIZED SIGNATURE WILL BE SUFFICIENT FOR EACH WITHDRAWAL, CHECK OR OTHER ORDER

Authorized Signature Y Authorized Signature

Yamilee B. Astier Home Address &

[redacted] City, State

New York, NY Telephone

W-8 on file Soc. Sec. No.

Parson School of Design Employer

Graduate Student Bus. Address & Telephone

SCANNED

OCT 03 2003

This account will be subject to the rules and regulations of the Bank, all laws, regulations and rules of the United States and of the State of New York, and all changes in those rules, regulations and laws that may in the future become effective.

Date Opened 9/11/03 Initial Deposit $ 98565.59 Opened By [signature] ID [signature]

BR-10-NY (9/01)

[redacted]

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COMMERCE BANK -115-

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Commerce Bank

NEW CUSTOMERS WELCOME!

CUSTOMER ACCOUNT SETUP

Store No. _____

Date Opened DEC 02 2004

Associate Name Marie Joseph Manager Approval _____

BUSINESS NAME	BUSINESS TYPE / BUSINESS ID NUMBER / POINTS OF ACCOUNT
BUSINESS ADDRESS	CITY, STATE, ZIP CODE / PHONE NUMBER
PRIMARY OWNER OR (SIGNER FOR BUSINESS) Carl Restivo	SECONDARY OWNER OR (SIGNER FOR BUSINESS) Yamilee Bongo-Astier
HOME ADDRESS [redacted]	HOME ADDRESS [redacted]
CITY, STATE, ZIP CODE New York, NY 10014	CITY, STATE, ZIP CODE New York, NY 10014
HOME PHONE	HOME PHONE
SOCIAL SECURITY NUMBER [redacted] / DATE OF BIRTH [redacted]	SOCIAL SECURITY NUMBER / DATE OF BIRTH
HOME EMAIL ADDRESS	HOME EMAIL ADDRESS
EMPLOYER / PHONE	EMPLOYER Joint Account! / PHONE
EMPLOYER ADDRESS Joint	EMPLOYER ADDRESS
TYPE OF PERSONAL ID Passport / NUMBER [redacted] / EXPIRATION DATE 02/8/08	TYPE OF PERSONAL ID Passport / NUMBER VS [redacted] / EXPIRATION DATE 4/12/09
PRIMARY SIGNATURE	SECONDARY SIGNATURE Yamilee B Astier

ACCOUNT OFFERINGS ☒ NA ☐ PA ☐ CBS ☐ CBN ☐ DE ☐ NY

CHECKING: (YES) 50+ INTEREST BUSINESS STUDENT CONSUMER

SAVINGS: STATEMENT PASSBOOK YOUNG SAVER STATEMENT YOUNG SAVERS PASSBOOK TIME DEPOSIT

MONEY MARKET: PERSONAL BUSINESS PREMIER

TYPE CK ACCOUNT 7918918561 DEPOSIT _____ SOURCE OF FUNDS _____

TYPE _____ ACCOUNT _____ DEPOSIT _____ SOURCE OF FUNDS _____

TYPE _____ ACCOUNT _____ DEPOSIT _____ SOURCE OF FUNDS _____

TYPE _____ ACCOUNT _____ DEPOSIT _____ SOURCE OF FUNDS _____

COMBINED CHECK CARD/ATM CARD ☐ Yes *(Fill PIN # at bottom of form)*

COMMERCE ONLINE ☐ Yes, give me Commerce Online Banking access to all my accounts.

COMMERCE ONLINE BILL PAYER ☐ Yes, I plan to use Commerce Online Banking for bill payment. Use my primary checking account for all bill payments.

INSTANT ISSUE CARD GIVEN TO PRIMARY OWNER YES ☐ **INSTANT ISSUE CARD GIVEN TO SECONDARY OWNER** YES ☐

W-9 I certify that:
(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions. - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply.

W-8 For Non-Resident Aliens:
Attach a completed W-8 along with a copy of the passport or non-resident ID.

I represent that I am at least 18 years of age, I have read this document, and I have the capacity to sign this Agreement. By signing below, I acknowledge receipt and agree to the terms and conditions of the Commerce Online Banking Disclosure Statement, Home Banking Agreement for Consumer Accounts, Regulation E Disclosure Statement, Commerce Bank Check Card Agreement and Deposit Accounts Rules and Regulations. In addition, I authorize Commerce Bank to provide me with Commerce Online Banking access to any new account(s) that I open in the future unless otherwise directed in writing. I/We agree to be bound by the terms and conditions of these agreements.

Primary Owner Secondary Owner

ATM/Commerce Online PIN ☐☐☐☐ ☐

COMMERCE BANK

B-78 (7/02) WHITE - CIF CANARY - MAC PINK - SA

Permanent Subcommittee on Investigations
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COMMERCE BANK, N.A. **7918918561**

Account Holder Name(s): **CARL R RESTIVO**

Reporting SSN/TIN: [redacted]

Mailing Address: [redacted], **BROOKLYN, NY** [redacted]

Telephone Number: (917) [redacted] Work #:

Number of Signatures Required: 1 CIF Number:

PERSONAL

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

X

CARL R RESTIVO

The Authorized Individual(s) signing above agree(s), jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, and the Electronic Funds Transfer Agreement and Disclosure, (if requested below), as amended by the Financial Institution from time to time. Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents. The Authorized Signer(s) understand(s) accounts opened after 3:00 PM are dated effective the next business day.

Account Purpose: **Consumer** EFT Services: **Yes**

OWNERSHIP TYPE **Individual**

ACCOUNT TYPE **Yes Checking**

ACCOUNT NUMBER **7918918561** **JOSEPHMX0415/MJ** OPENED BY

Date Opened	Date Revised	Opening Deposit	ATM Card	Verified By	Account Formerly With
11-24-04		$1,000.00	N	ChexSystems	commerce

Date Closed	Closing Balance	Closed By	Reason For Closing	Statement Disposition	Service Chg Disposition
				Mail	Regular

DPFS, Ver. 08.54.10.02b/8.52.10.03 Copr. Harland Financial Solutions, Inc. 1996, 2004. All Rights Reserved. NY - NY - L703S.23

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00458 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.980

[redacted] = Redacted by the Permanent Subcommittee on Investigations

[redacted]

Department	SubType	Request Number
Safe Deposit	Safe Deposit Maintenance Personal Request	SMP-KBRN-79BLGF

* denotes Required Field

Originator
Keraye Brown

*** Date**
11/26/2007

*** Branch Number**
415

Branch Name

*** Box Number**
637

*** Box Size**
5x10

Change Type Of Contract To

*** Bank**
NA

Primary Renter

*** Name**
Yamilee Bongo-Astier

*** Date of Birth**
[redacted]

*** Social Security # (Format: xxx-xx-xxxx)**
[redacted]

*** Address**
[redacted]

*** Home Phone #**
917[redacted]

Work Phone #

Secondary Renter (if adding second renter)

Name

Date of Birth

Secondary Social Security # (Format: xxx-xx-xxxx)

Secondary Address

Secondary Home Phone #

Secondary Work Phone #

Change Type Of Payment To

Account Number

Change Address
From
To
Change Telephone
(H)
(W)
Add Deputy
Name
Date of Birth
Social Security #
(Format: xxx-xx-xxxx)
Address
Telephone Number (H)
(W)

☐ Delete Deputy
☒ Close Box

[** Customer Signature required on this form for all Automatic Deduction Changes **]

Comments

Research Status

COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 830

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00459 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.981

Status
Completed

Employee Assigned Request
Cheryl Prettyman

Date Completed
11/27/2007

Notes

Edit History

Request Dates
Creation: 11/26/2007 10:44 AM
Last Opened: 11/26/2007 10:44 AM

Edit History

11/27/2007 09:05 AM	Cheryl Prettyman
11/26/2007 10:46 AM	Keraye Brown

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00460 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.982

[redacted] = Redacted by the Permanent Subcommittee on Investigations

[redacted]

Department	SubType	Request Number
Safe Deposit	Safe Deposit New Personal Request	SDP-KMSO-77EUV8

* denotes Required Field

Originator	*** Date**
Kraig M Severino	09/26/2007
*** Bank**	
NA	
*** Branch Number**	*** Branch Name**
415	BOND & BROADWAY
*** Box Number**	*** Annual Rent** / *** Box Size**
53	$193.28 / 5x10

*** Type of Contract**

● Individual ○ Joint - Form A (A or B) ○ Joint - Form A (A and B)

Primary Renter

* First Name	M.I.	* Last Name
Yamilee		BONGO-ASTIER

* Social Security #	* Date of Birth (MM/DD/YY)
[redacted]	[redacted]

* Type of ID	* Issuer	* Number	Expiration
Passport	canada	[redacted]	11/28/2011

*** Street Address**

[redacted]

* City	* State	* Zip Code
New York		10014

* Home Phone #	Work Phone #
917-[redacted]	

*** Number of Additional Signers** 0

*** Method of Payment**

Manual

[** Customer Signature required on this form for all Automatic Deduction Changes **]

Research Status

Status
Completed

Employee Assigned Request
Elizabeth C Rivas

Date Completed
09/27/2007

Notes

Edit History

Request Dates
Creation: 09/26/2007 06:54 PM

Edit History
09/27/2007 03:46 PM Elizabeth C Rivas
09/26/2007 07:00 PM Kraig M Severino

COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 831

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00461 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.983

Date	Credit	
09/11/03	$53,000.00	opening deposit
02/09/04	$34,431.30	exchange euros
04/08/04	$1,300.00	cash dep
05/11/04	$170.00	cash dep
09/21/04	$150,000.00	cash dep-- CTR filed
09/23/04	$79,600.00	cash dep-- CTR filed
04/12/05	$2,300.00	cash dep
06/03/05	$2,600.00	cash dep
08/24/05	$90,000.00	cash dep--CTR filed
09/26/05	$40,000.00	cash dep--CTR filed
10/26/05	$70,000.00	cash dep--CTR filed
12/21/05	$65,000.00	cash dep--CTR filed
09/10/07	$11,000.00	cash dep-- CTR filed
10/02/07	$1,000,000.00	cash dep--CTR filed
10/31/07	$44,100.00	cash dep--CTR filed

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 832

Commerce Bank-0547

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00462 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.984

Sara Bruno
12/12/05 10:34 AM

To: Gregg D Kirschner/Commerce Bank,
cc:
cc:
Subject: Customer: Yamilee Bongo-Astier

Good Morning Gregg: I currently work in the AML (Anti-money) department and I found that this account,referenced above, account #7916245777, appears to have been transacting large currency deposits recently. I have found the CTR on file but I was just wondering if you were able to provide some details for me. Do you happen to know were the money is coming from...here usual balance is not this high. and also some of the cashier check were to a management company with indication to rental deposit ..do you happen to know if she is currently residing in the US or Canada...Any information that you might be able to supply would be very helpful

thank you
Sara Bruno
AML Operations
Phone: 8-234-3558
Fax: 856/470-3293
Aim: 02-201-01-30

Detect.....Investigate.....Report

COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 833

ph44585 on D330-44585-7600 with DISTILLER

568401.985

Gregg D Kirschner
12/12/2005 10:46 AM

To: Sara Bruno/Commerce Bank@yesbank, Frank R Hancock/Commerce Bank
cc:
Subject: Re: Customer: Yamilee Bongo-Astier

Frank,

Can you assist,....
Sara+ as much as we try, we can't know everyone & every transactions....

Thanks,
Gregg
Sara Bruno

From: Sara Bruno
Sent: 12/12/2005 10:39 AM
To: Gregg Kirschner
Subject: Customer: Yamilee Bongo-Astier

Good Morning Gregg: I currently work in the AML (Anti-money) department and I found that this account,referenced above, account #7916245777, appears to have been transacting large currency deposits recently. I have found the CTR on file but I was just wondering if you were able to provide some details for me. Do you happen to know were the money is coming from...here usual balance is not this high. and also some of the cashier check were to a management company with indication to rental deposit ..do you happen to know if she is currently residing in the US or Canada...Any information that you might be able to supply would be very helpful

thank you
Sara Bruno
AML Operations
Phone: 8-234-3558
Fax: 856/470-3293
Alm: 02-201-01-30

Detect.....Investigate.....Report

COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 834

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00464 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.986

Sara Bruno
12/12/05 02:07 PM

To: Gregg D Kirschner/Commerce Bank
cc:
cc: Frank R Hancock/Commerce Bank@yesbank, "Sara Bruno" <sbruno@yesbank.com>
Subject: Re: Customer: Yamilee Bongo-Astier

No that is all I needed thank you so much

Sara Bruno
AML Operations
Phone: 8-234-3558
Fax: 856/470-3293
Aim: 02-201-01-30

Detect.....Investigate.....Report
Gregg D Kirschner

Gregg D Kirschner
12/12/05 02:03 PM

To: Frank R Hancock/Commerce Bank@yesbank, "Sara Bruno" <sbruno@yesbank.com>
cc:
Subject: Re: Customer: Yamilee Bongo-Astier

Sara,

See below... Yes, I know her.. She is the Princess of 2 African Royalty. They are citizens of Canada.

She is ok. The monies come when her parents when they visit the United Nations for Pres. Bush's meetings.

The monies are directly from the Federal Reserve....

Let us know if you need anything else...
Gregg
Frank R Hancock

From: Frank R Hancock
Sent: 12/12/2005 01:46 PM
To: Gregg Kirschner
Subject: Re: Customer: Yamilee Bongo-Astier

I was just talking to tameka about this lady. She told me that she is a princess or something from some african country, and the money she gets is from her father. Tameka has spoken with the lady in AML and told her to wait to talk to you. She made 2 cash deposits 8/24/05 90k and 9/26/05 40k, she has had the account since 03' and the levels are OK. If you need me to go further let me know.

Thanks,
Frank

Gregg D Kirschner

COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 835

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00465 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.987

Vincent J Auletta /Commerce Bank
12/13/2005 04:33 PM

To Don L Temple/Commerce Bank@yesbank, Michael D Shepard/Commerce Bank@yesbank
cc Susan H Petree/Commerce Bank@yesbank, Gregg D Kirschner/Commerce Bank@yesbank, Sara Bruno/Commerce Bank@yesbank, William
bcc
Subject Re: Yamilee Bong-Astier 7916245777

Michael/Don, This individual is the daughter of a PEP. The PEP is President of Gabon. Her only source of income is from her father. Other than the large cash deposits that are explained in attachment everything else is OK. She just recently received her green card and SSAN. I believe HSBC has the mission and embassy account for Gabon. Let me know if there is anything I am missing.

Linda, Would you please place customer into H-10.

Thanks

memoEDDO-Bongo-Astier (auletta12-13-2005)

Vince Auletta
AVP AML Operations
EDDO Manager
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878
Gregg D Kirschner

Gregg D Kirschner
12/13/05 03:31 PM

To: Susan H Petree/Commerce Bank@yesbank
cc: Vincent J Auletta/Commerce Bank@yesbank
Subject: Re: Yamilee Bong-Astier 7916245777

Good afternoon Susan

Our client (Bond), Yamilee is under Commerce policy a PEP account and needs to be handled by Private Banking. Because she is a daughter of an elected political figure she is by definition a PEP.

Can you please assign a Private Banking Officer to her account and Vince in AML will forward you her interview memo.

Vince,- Would I be able to see a copy of the memo as well....

As always, thanks for your support,
Gregg

Commerce Bancorp (CBH)
Manhattan South Manager
666 Broadway
Work: (212) 505-5959

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 842

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00466 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.988

Fax: (212) 505-5552
Cell: (917) 554-1099
email: gregg.kirschner@yesbank.com
and or gregg@vzw.blackberry.net
Vincent J Auletta

Vincent J Auletta
12/13/2005 03:22 PM

To: Gregg D Kirschner/Commerce Bank@yesbank
cc:
Subject: Re: Yamilee Bong-Astier

OK. That would be a help. Advise Susan that I will forward the interview memo to her for her records. Thanks

Vince Auletta
AVP AML Operations
EDDO Manager
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878
Gregg D Kirschner

Gregg D Kirschner
12/13/05 03:01 PM

To: Vincent J Auletta/Commerce Bank@yesbank
cc:
Subject: Re: Yamilee Bong-Astier

Vince-

Do you want me to assign to a Private Banker in Manhattan?
I can contact Susan Petree...

gregg

Vincent J Auletta

Vincent J Auletta
12/13/2005 02:56 PM

To: Gregg D Kirschner/Commerce Bank@yesbank
cc:
Subject: Re: Yamilee Bong-Astier

I just spoke with her. I will draft a memo and forward you a copy. Interview went well. She was very forthcoming. The only thing is that it is Commerce policy that any PEP accounts are to be handled by Private Banking. Because she is a daughter of an elected political figure she is by definition a PEP.

Vince Auletta
AVP AML Operations
EDDO Manager
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878
Gregg D Kirschner

Gregg D Kirschner

To: Vincent J Auletta/Commerce Bank@yesbank

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00467 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.989

12/13/05 02:08 PM

cc:
Subject: Re: Yamilee Bong-Astier

Vince,

Yamilee left you some messages

Please call her on the cell or at 646-[redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

As always, thanks for your support,
Gregg

Commerce Bancorp (CBH)
Manhattan South Manager
666 Broadway
Work: (212) 505-5959
Fax: (212) 505-5552
Cell: (917) 554-1099
email: gregg.kirschner@yesbank.com
and or gregg@vzw.blackberry.net
Vincent J Auletta

Vincent J Auletta
12/13/2005 01:32 PM

To: Gregg D Kirschner/Commerce Bank@yesbank
cc: William Wiegand/Commerce Bank@yesbank
Subject: Re: Yamilee Bong-Astier

Gregg, Thanks for your help. I will keep you apprised.

Vince Auletta
AVP AML Operations
EDDO Manager
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878
Gregg D Kirschner

Gregg D Kirschner
12/13/05 12:52 PM

To: Vincent J Auletta/Commerce Bank@yesbank
cc:
Subject: Yamilee Bong-Astier

Mr. Auletta,

I have left a voice mail on her cell phone 917 [redacted].

Please feel free to attempt to dial her cell as well...

The accounts have been with Commerce since 9/03

Gregg

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00468 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.990

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Encore! -- YAMILEE BONGO-ASTIER

File Edit Sales Open Account Miscellaneous Window Help

YAMILEE BONGO-ASTIER - Customer Folder -- 0000007916245777

Loan | Credit Card | Insurance | Commerce Capital | Account Owners

Customer Info | Customer Profile | Service History | Appts & Tasks | Checking/Savings | CD/IRA

Name and Address:
YAMILEE BONGO-ASTIER
[redacted]
NEW YORK
NY 10014
Tax ID: 000-00-0000
Home Phone: (917) [redacted]
Bus. Phone: (212) [redacted]

Account Number: 0000007916245777
Account Status: ACTIVE
Product Name: NY YES CHECKING

Balance:
Available: 88315.57
Current: 88315.57

Last Deposit:
Date: [redacted] 11/02/2005
Amount: 1100.00

Special Instructions:
TRAVELNGABROADCELL917-[redacted] Exp:06/22/54
STMT NOT DELIVER CONTACT [redacted] Exp:08/31/99

History/Account Actions
Last 10 Transactions
OK
Account Details

12/13/2005 12:30 PM User: KIRSCHGD

As always, thanks for your support,
Gregg

Commerce Bancorp (CBH)
Manhattan South Manager

Work: (212) 505-5959
Fax: (212) 505-5552
Cell: (917) [redacted]
email: gregg.kirschner@yesbank.com
and or gregg@vzw.blackberry.net

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00469 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.991

COMMERCE BANK MEMORANDUM
ENHANCED DUE DILIGENCE

PERSON INTERVIEWED: YAMILLE BONGO-ASTIER

DATE: 12/13/2005

INTERVIEWER: VINCENT J. AULETTA

SUBJECT: ACCOUNT #7916245777, TITLED "YAMILLE BONGO-ASTIER"

THIS COMMUNICATION IS BEING GENERATED TO ADDRESS HIGH VOLUME DOLLAR ACCOUNT ACTIVITY, WHICH IS OUTSIDE THE SCOPE FOR A CUSTOMER WHO HAS NO APPARENT OCCUPATION OR SOURCE OF INCOME. DURING THE TIME SPAN OF 8/24/2005 TO 12/11/2005 A TOTAL OF OVER $86,000 IN LARGE WITHDRAWALS OCCURRED. DURING THIS SAME PERIOD CASH DEPOSITS WERE MADE AGGREGATING TO $235,000.00. THE ACCOUNT IN QUESTION WAS OPENED ON 9/11/2003 AT BRANCH #415, BOND & BROADWAY, 666 BROADWAY, NEW YORK, NEW YORK. THIS IS A PERSONAL CHECKING ACCOUNT WITH THE SOLE AUTHORIZED SIGNOR AS YAMILLE BONGO-ASTIER.

ON 12/13/2005 YASMILLE BONGO-ASTIER WAS CONTACTED BY WRITER AND VOLUNTARILY SUUPLIED THE FOLLOWING INFORMATION:

BONGO-ASTIER ADVISED THAT SHE IS THE DAUGHTER OF EL HADJ OMAR BONGO WHO IS CURRENTLY THE ELECTED PRESIDENT OF GABON. BONGO HAS BEEN THE PRESIDENT OF GABON SINCE 12/2/1967 AND WAS RECENTLY RE-ELECTED ON 11/27/2005. GABON IS A SUB-SAHARA COUNTRY ON THE WESTERN SECTION OF AFRICA. BONGO-ASTIER ADVISED THAT SHE DOES NOT HAVE A JOB AND HER ONLY SOURCE OF INCOME IS MONIES RECEIVED FROM HER FATHER. THE MONIES ARE RECEIVED IN THE FORM OF US CURRENCY AND A CTR IS IMMEDIATELY FILED BY HER WHEN THE FUNDS ARE DEPOSITED. THE DEPOSITS COINCIDE WITH THE ARRIVAL OF HER FATHER WHEN HE COMES TO THE UNITED STATES FOR OFFICIAL PURPOSES. ON OTHER OCCASIONS CASH IS SENT BY HER FATHER THROUGH GABON EMISSARIES.

BONGO-ASTIER ADVISED THAT SHE ISSUES VERY FEW CHECKS AND PAYS MANY LARGER BILLS USING CERTIFIED OR OFFICIAL CHECKS. SHE USES HER COMMERCE DEBIT CARD AND CREDIT CARD FREQUENTLY IN ADDITION TO A HSBC CREDIT CARD. SHE ADDED THAT WHEN SHE NEEDS CASH SHE GENERALLY USES HER ATM CARD. AN EDDO REVIEW OF CURRENT TRANSACTIONAL HISTORY SUPPORTS THE AFOREMENTIONED.

BONGO-ASTIER STATED THAT SHE HAS 60 SIBLINGS AND HER BIOLOGICAL MOTHER, MARIE YZA ESTIR, IS A CANADIAN CITIZEN WHO HAS RESIDED IN CANADA FOR OVER 30 YEARS. BONGO STATED THAT SHE ALSO IS A CANADIAN CITIZEN BUT HAS RESIDED IN NEW YORK FOR THE PAST SEVERAL YEARS.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 844

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00470 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.992

THE FOLLOWING BACKGROUND AND HISTORICAL INFORMATION WAS OBTAINED AT THE CONCLUSION OF THE INTERVIEW:

FULL NAME: YAMILLE HADJIA BONGO-ASTIER

AKA: YA YA BONGO

ADDRESS: [redacted], NEW YORK, NY 10014

TELEPHONE: [redacted]

POB: MEXICO

CANADIAN PASSPORT #: [redacted]

US VISA #: [redacted]

NATIONALITY: GABON

DOB: [redacted]

SSAN: [redacted]

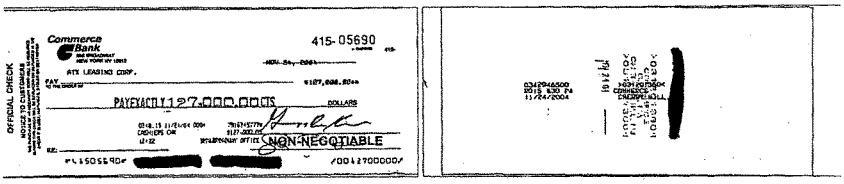
RA#: [redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

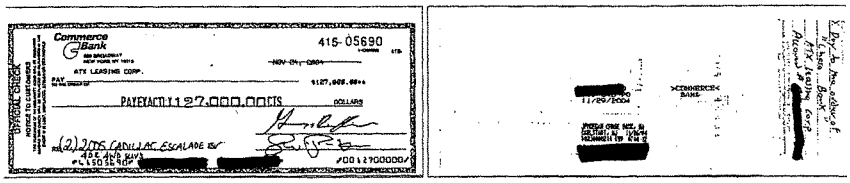
ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00471 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568401.993



Account[redacted] Check# 41505690 Amount 127000.00
Date Presented 11-24-2004



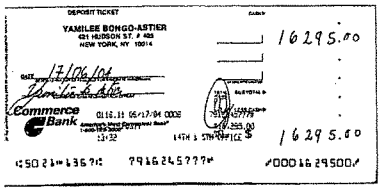
Account[redacted] Check# 41505690 Amount 127000.00
Date Presented 11-29-2004

[redacted] = Redacted by the Permanent Subcommittee on Investigations

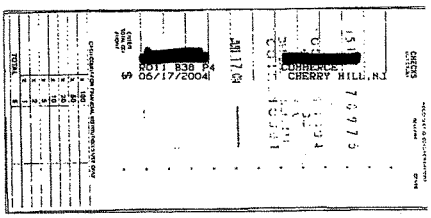
COMMERCE BANK -366-

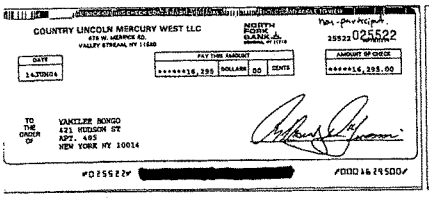
Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 845

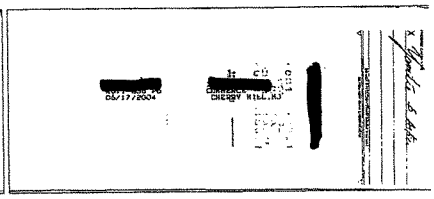
ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00472 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.994



Account 7916245777 Check# 0 Amount 16295.00
Date Presented 06-17-2004







Account [redacted] Check# 25522 Amount 16295.00
Date Presented 06-17-2004

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 847

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00473 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.995

Krikor Kapeghian
12/20/05 12:50 PM

To: Vincent J Auletta/Commerce Bank@yesbank
cc:
Subject: RE: PEP Entity - 6469

FYI
----- Forwarded by Krikor Kapeghian/Commerce Bank on 12/20/2005 12:50 PM -----

"Loraine Kukasch" <lkukasch@PrimeAssociates.com>
12/20/2005 12:42 PM

To: "Krikor Kapeghian" <kkapeghi@yesbank.com>
cc:
Subject: RE: PEP Entity - 6469

Krikor,

I've checked with our data researches and they have not found any publicly accessible information that confirms this person's statement. What we have found was included in the 12/19/05 distribution, which includes:

"El Hadj Omar Bongo Ondimba" (formerly Albert-Bernard Bongo) - Current President of Gabon
"Ali-Ben Bongo" - Son, Current Minister of Defense in Gabon, and
"Denis Sassou-Nguesso" - Father-in-law.
Dr. Edith Lucie Bongo Ondimba - Wife, First Lady of Gabon
Pascaline Bongo - Eldest Daughter, President's Chief of Staff

Our data researches continue to work on expanding the PEP list. In a future distribution, if there is publicly accessible confirmation of this person, it will be added to the list.

Regards,
Loraine

-----Original Message-----
From: Krikor Kapeghian [mailto:kkapeghi@yesbank.com]
Sent: Monday, December 19, 2005 9:08 AM
To: Loraine Kukasch
Subject: RE: PEP Entity - 6469

Lorraine,

Any word yet?

Please let me know.

Thanks,

Krikor

"Loraine Kukasch"
<lkukasch@PrimeAsso To:
<KKAPEGHI@YESBANK.COM>

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 853

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00474 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568401.996

ciates.com> cc:

Subject: RE: PEP

Entity - 6469

12/15/2005 10:41 AM

= Redacted by the Permanent Subcommittee on Investigations

Krikor:

Happy Holidays to you also!

I've forwarded this onto our research group for comment. As soon as I have more information I will pass it on.

Thanks
Loraine

> ----------
> From: Krikor Kapeghian[SMTP:KKAPEGHI@YESBANK.COM]
> Sent: Thursday, December 15, 2005 9:24:00 AM
> To: Lorenzo Masi; primesupport; Kanwal Sandhu
> Cc: davedemar@[redacted]; Steve Katz; Vincent J Auletta
> Subject: PEP Entity
> Auto forwarded by a Rule
>
>
Regards to all. Happy Holidays to everyone.

Recently, we had a customer who claimed to be of royal decent from the country of Gabon. Her father shows up on the PEP list, but she does not.
Can you please explain the criterion by which someone would be included on
the list? I would think that the daughter of the president of a country would be considered a PEP.

Her name is Yamille Bongo-Astier. Her father is El Hadj Omar Bongo.....President of Gabon.

Please advise.

Thanks,

Krikor

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568401.997

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568401.998

THE WHITE HOUSE

PRESIDENT GEORGE W. BUSH

Home > News & Policies > May 2004

COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 862

ph44585 on D330-44585-7600 with DISTILLER

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568401.999

Commerce Bank

MEMO- AML HOT LIST DAILY WIRE REVIEW

DATE OF REVIEW:	OCTOBER, 2006 THROUGH MARCH 2007
REVIEW PERIOD:	MARCH 5, 2007
INVESTIGATOR:	SARA BRUNO
BANK:	136
ACCOUNT TITLE:	YAMILEE BONGO-ASTIER
ACCOUNT NUMBER(S):	7916245777

This customer has maintained a relationship with Commerce Bank since September, 2003. She is the daughter to the Prime Minister of Gabon. She is the Princess of 2 African Royalty. She is a Citizen of Canada.

She is listed as a PEP, Political Exposed Person, and a file can be found on her, located in EDDO.

Funding is primary by Wire from Bongo Ondimba Astier Yamilee at the BGFI Bank, Boulevard DeL'independence, Libreville , GA. Currency withdrawals (large amounts) are consistent to this account.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 865

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00478 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.000

Commerce Bank

COMMERCE BANK MEMORANDUM
ENHANCED DUE DILIGENCE

DATE: 7/23/07

FROM: WM B WIEGAND

SUBJECT: YAMILEE BONGO - ASTIER (ACCOUNT: 7916245777)

EDDO HAS REVIEWED THE ABOVE MENTIONED ACCOUNT AND HAS FOUND THAT THE ACTIVITY HAS REMAINED CONSISTENT WITH PAST ACTIVITY FOR THIS ACCOUNT RELATIONSHIP. THE STATEMENTS REVIEWED WERE FROM THE TIME PERIOD OF 4/9/07 TO 7/9/07. THE MAJORITY OF THE ACTIVITY IS DERIVED FROM CHECK DEBITS. THE BALANCE AS OF TODAY IS $33,000. NO SIGNIFICANT DEPOSITS HAVE BEEN MADE OVER THE LAST 90 DAYS. ALL PRIOR INFORMATION IS MAINTAINED IN A FILE IN EDDO.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 866

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00479 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
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ire Transfer Archive ERCE BK MARLTN Value Date: 02-27 `6 to 02-27-2006

OP	DIR	MID	AMOUNT	CREATE DATE & TIME	VAL DATE	TYPE	BANK	DEPT	BRANCH	VER
ED	I	[redacted]	171,732.29	02-27-2006 08:18:28	02-27-2006	1000	136	WIR	136BR9999	0

	BANK	ACCT TYPE & NUMBER	CUST CODE	CUSTOMER NAME	FEE	ADV
DEBIT ACCOUNT:						
CREDIT ACCOUNT:	136	DDA 7916245777	7916245777	YAMILEE BONGO-ASTIER	0.00	

SENDER: [redacted] DBTCO AMERICAS NYC

RECEIVER: [redacted] COMMERCE BK NA

ORIGINATOR:
IMAGINE
BP.000
LIBREVILLE

BENEFICIARY: AC 7916245777
YAMILEE BONGO ASTIER
421 HUDSON ST 405
NEW YORK, NY 10014

ORIGINATING BANK: BC BGFIGALIXXX
BGFIBANK
LIBREVILLE

BENEFICIARY BANK:

INSTRUCTING BANK: SA BLGOFRPP
BANQUE BELGOLAISE PARIS
ATT:COMPTABILITE TENU DES COMPTES
6,AVENUE VELASQUEZ
PARIS F-750008, FRANCE

INTERMEDIARY BANK:

PRODUCT CODE: CTR
SENDER REFERENCE: [redacted]
IMAD: [redacted]
OMAD: [redacted]

REFERENCE FOR BENEFICIARY: [redacted]
AS OF DATE & REASON: [redacted]
REFERENCE IMAD:
DISPOSITION:

OBI: FEES DEDUCTED $38.50APPRO COMPTE

BBI:

NON-ACCOUNT INFORMATION:
NAME :
ADDR1:
ADDR2:
CITY :
DRIVER'S LICENSE:
SSN OR EIN:

STATE: ZIP:
STATE OF ISSUE:
TAXPAYER ID:

PHONE:
EXPIRATION DATE: [redacted]
COMMENTS:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 867

ph44585 on D330-44585-7600 with DISTILLER
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568402.002

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00481 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

Date	Credit	Debit	
01/23/04	$11,200.00		wire transfer from Marie-Yva Astier sender-Bank of America NYC instructing-Sogebank Port Au Prince, Haiti
05/27/04	$9,975.00		wire transfer from Monsieur Seydou Kane Credit Lyonnais NY --BERLMCMC Banque De Gestion Edmund Rothschild Monaco
06/16/04	$9,988.00		wire transfer from Marie-Yva Astier sender-JPM Chase instructing-Royal Bank of Canada Toronto
03/24/05	$9,975.00		wire transfer from Monsieur Seydou Kane
04/04/05	$10,000.00		wire transfer from Marie Yva-Astier sender--BK Amer NYC instructing--Sogebank Port Au Prince, Haiti
02/27/06	$171,732.29		wire transfer from Imagine Libreville Gabon--sender DBTCI Americas NY -- instructing Banque Belgolaise Paris
03/01/06	$22,478.63		wire transfer from Bongo Ondimba Astier Yamilee-- sender--C A Lyons--originating bank--Bred Banque Populaire Paris France
02/01/07	$28,103.44		wire transfer from Bongo Ondimba Astier Yamilee-- orig bank BGFI Bank Libreville Gabon-- instructing Standard Charter Bank London England
11/06/07		$15,000.00	wire transfer to receiver Bank of America Sogebank, Port Au Parince NA in the name of Marie-Yva Astier

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 869

EXHIBIT 2

568402.003

Commerce Bank

Anthony M Aiello /Commerce Bank
10/02/2007 04:14 PM

To Vincent J Auletta/Commerce Bank@yesbank
cc
bcc
Subject Re: Fw: Yamilee Bongo-Astier PB Prospect

History: This message has been replied to.

Confirmed. Matt [redacted] this morning.

Anthony M. Aiello
Compliance Coordinator
Vice President, Private Banking
Commerce Bank
212-651-6119 Office
646 957-6042 Cell
Vincent J Auletta/Commerce Bank

Commerce Bank

Vincent J Auletta /Commerce Bank
10/02/2007 03:11 PM

To Anthony M Aiello/Commerce Bank@yesbank
cc joseph.salerno@yesbank.com
Subject Re: Fw: Yamilee Bongo-Astier PB Prospect

We need to call her to determine the source of funds and how she obtained the physical cash. Was it brought directly from Gabon via diplomatic courier? I would be more than happy to call her. There are a number of searches we are presently conducted. I will give you a call.

Vince Auletta
VP AML Operations
EDDO Mgr.
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878
Anthony M Aiello/Commerce Bank

Commerce Bank

Anthony M Aiello /Commerce Bank
10/02/2007 03:04 PM

To Vincent J Auletta/Commerce Bank@yesbank
cc joseph.salerno@yesbank.com
Subject Re: Fw: Yamilee Bongo-Astier PB Prospect

Vince,

Since she says she has another $700M, let me know what action should be taken from this side, if any.

Thanks.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 870

ph44585 on D330-44585-7600 with DISTILLER
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568402.004

Anthony M. Aiello
Compliance Coordinator
Vice President, Private Banking
Commerce Bank
212-651-6119 Office
646 957-6042 Cell
Vincent J Auletta/Commerce Bank

Commerce Bank

Vincent J Auletta /Commerce Bank
10/02/2007 02:42 PM

To wwiegand@yesbank.com, Anthony M Aiello/Commerce Bank@yesbank
cc joseph.salemo@yesbank.com
Subject Fw: Yamilee Bongo-Astier PB Prospect

Bill, please take a look at this account. Either PB or us may have to contact her to determine source of funds and ultimate usage. We have to be certain that the funds are not being derived from proceeds of illegal or unethical actions. Run her through OneSource (see Jackson for login) and use standard databases to determine current info.

Anthony, we review this account every 6 months. The last review was done on 7/23/07. At that time there were no significant deposits, the balance was abouit $33,000 and the majority of activity was derived from check debits.

There were charges made in France that her father, Gabon President Omar Bongo was involved with buying property in France with embezzled funds.

Vince Auletta
VP AML Operations
EDDO Mgr.
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878
—— Forwarded by Vincent J Auletta/Commerce Bank on 10/02/2007 02:31 PM ——

Commerce Bank

Anthony M Aiello /Commerce Bank
10/02/2007 02:29 PM

To Vincent J Auletta/Commerce Bank@yesbank, Letitia M O'Neill/Commerce Bank@yesbank
cc
Subject Yamilee Bongo-Astier PB Prospect

Please take another look at this lady. I think the last look was about 15 months ago. She just deposited $1MM cash into her account downtown and suggested there would be more. Thanks.

Anthony M. Aiello

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00483 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.005

Compliance Coordinator
Vice President, Private Banking
Commerce Bank
212-651-6119 Office
646 957-6042 Cell
—— Forwarded by Anthony M Aiello/Commerce Bank on 10/02/2007 02:26 PM ——

Commerce Bank

Bryan J Loew /Commerce Bank
10/02/2007 01:43 PM

To Matthew A Vladika/Commerce Bank@yesbank, "Lewis Finn" <Lewis.Finn@yesbank.com>
cc Anthony M Aiello/Commerce Bank
Subject Re: Yamilee Bongo-Astier Private banking prospect

Can you forward me emails with due diligence request? Given the nature of this transaction there should obviously be some searches.

Tks

Bryan J Loew
Assistant Vice President
Private Banking
317 Madison Avenue, 3rd Floor
New York, NY 10017
212-651-2742
212-651-2732 fax
Matthew A Vladika

From: Matthew A Vladika
Sent: 10/02/2007 12:54 PM EDT
To: Bryan Loew
Subject: Re: Yamilee Bongo-Astier Private banking prospect

Gabon is a country in Africa, right on the equator along the western coast. She just deposited $1MM in cash and says she has approx $700M more she would like to set aside. She used some of the funds($202M) to purchase a condo in the area. Existing relationship is a checking account (7916245777) that keeps anywhere from $1,000 to $30,000 in it.

Matthew A. Vladika
Assistant Store Manager
Bond & Broadway
666 Broadway
New York, NY 10012
Tel: 212-505-5959
Fax: 212-505-5552
Ext: 8-444-4139
matthew.vladika@yesbank.com
Bryan J Loew

Commerce Bank

Bryan J Loew
10/02/2007 12:28 PM

To: Matthew A Vladika/Commerce Bank@yesbank
cc:
Subject: Re: Yamilee Bongo-Astier Private banking prospect

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00484 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.006

Matt,

Thanks for the lead. What is Gabon? Do you know if she qualfies? Anything in particular she is looking for that she doesn't currently have? What is the existing relationship?

Thanks,

Bryan Loew
Commerce Private Bank
Assistant Vice President
317 Madison Avenue, 3rd Floor
New York, NY 10017
212-651-2742
212-651-2732 fax
Matthew A Vladika/Commerce Bank

Commerce Bank

Matthew A Vladika/Commerce Bank
10/02/2007 12:26 PM

To Bryan J Loew/Commerce Bank@yesbank
cc Lewis C Finn/Commerce Bank@yesbank
Subject Yamilee Bongo-Astier Private banking prospect

Today I met with Yamilee who has been a customer of ours for the past couple of years. Her father is the president of Gabon and she is interested in what our Private Banking department has to offer. We just opened up a Ultra MM account for her (7924332914). I gave her your name and she is expecting your call. She can be reached at 917-[redacted]. This is her cell and she said to just leave a message if she doesn't answer. Please let me know if you need any details.

Thanks

Matthew A. Vladika
Assistant Store Manager
Bond & Broadway
666 Broadway
New York, NY 10012
Tel: 212-505-5959
Fax: 212-505-5552
Ext: 8-444-4139
matthew.vladika@yesbank.com

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00485 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.007

= Redacted by the Permanent Subcommittee on Investigations

10/02/07 [redacted]

421 Hudson #207 [redacted]
425 Hudson #405 [redacted]

Yamilee came in to branch.
$202,000 for offrial Check
Martin Shaw - Esq.
As Esrow Agent
797,000 deposit into New
UMM Acct

ALL $100 Bills in Sealed/bar coded
Bags Like would
Came in from theft

— Lewis Finn Approved.
Dianne Brooks
Counted only

— Matthew Authorized
offrial check.

— CASH was in her Safe deposit
Box —
— Sep 26th opened 2 boxes
3 boxes → 2 on 26
Did not Access 3rd Box
At that time.

AMA

COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 870

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00486 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.008

Commerce Bank

John Lafferty /Commerce Bank
10/03/2007 12:49 PM

To Vincent J Auletta/Commerce Bank@yesbank
cc
bcc
Subject Fw: Yamilee Bongo-Astier

History: This message has been replied to.

Vince

We have [redacted] on the Gabon president's daughter - who did you assign it to?

John Lafferty
AML/BSA Operations
john.lafferty@yesbank.com
8-234-3474
856-470-3474 (External)
---- Forwarded by John Lafferty/Commerce Bank on 10/03/2007 12:46 PM ----

Commerce Bank

Kathleen M Schreiber/Commerce Bank
10/03/2007 12:30 PM

To John Lafferty/Commerce Bank@yesbank
cc
Subject Yamilee Bongo-Astier

John,

This alert was generated from information reported by the 3rd & Broadway Branch stating, that this Customer maintains large amounts of currency in her Safe Deposit Box. The customer rents three Boxes #53,54 and 637 at the 3rd & Broadway Branch. My investigation shows this customer is a PEP and the EDDO Department has maintained a file on reviews/investigation conducted on this Individual. I believe that this alert should be assigned to an EDDO Investigator for further due dilligence, based on this new information (currency in safedeposit box). I have included a snapshot of the narrative from [redacted] received on 10/03/07. Let me know if you and Vince agree and to the investigator that I should reassign this alert to.

Customer came in to purchase a Official Check in the ammount of $202,500.00 to purchase a condo. Customer explained that she had funds in her safe deposit box she needed to deposit for the check. We went to her safe deposit box where we took out 10 sealed stacks of $100 bills each totaling $100,000.00 for a grand total of $1,000,000.00. According to Yamilee the money was given to her by her father, who she explained is the President of Gabon. The money was counted and verified by Lewis Finn the SM, Diane Brooks the AHT, and myself Matthew Vladika the ASM. The deposit was made and a CTR was filled out. Official check #41515816 was purchased for $202,500.00 made payable to 'Martin Shaw, Esq. As Escrow Agent'. The remaining $797,500.00 was transfered to a new Ultra MM account #7924332914

If you need any further information, let me know.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 872

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00487 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.009

Kay Schreiber
AML Sr Investigator
Extension: 8234-4850
Fax: 856-470-3293
Aim: 02-201-01-30
Detect...Investigate...Report

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00488 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.010

Commerce Bank

COMMERCE BANK MEMORANDUM
ENHANCED DUE DILIGENCE

PERSONS INTERVIEWED: YAMILLE BONGO-ASTIER

DATE: 10/4/2007

[redacted] = Redacted by the Permanent Subcommittee on Investigations

INTERVIEWER: VINCENT J. AULETTA

ON 10/4/2007, YAMILLE BONGO-ASTIER TELEPHONICALLY CONTACTED CAPTIONED WRITER RELATING TO RECENT DEPOSITORY ACTIVITY AT COMMERCE BANK. THIS CONTACT WAS IN RESPONSE TO A MESSAGE LEFT ON BONGO-ASTIER'S CELLPHONE BY WRITER ON 10/3/2007. BONGO-ASTIER STATED THAT SHE CURRENTLY IS IN LOS ANGELES, CALIFORNIA AND CAN BE REACHED VIA HER CELLPHONE, 917[redacted] FOR INFORMATION OF THE READER, BONGO-ASTIER IS THE DAUGHTER OF THE CURRENT PRESIDENT OF GABON, OMAR BONGO. YAMILLE IS A CURRENT ACCOUNT HOLDER AT COMMERCE BANK (ACCT. #7916245777) AND HAS BEEN SINCE ACCOUNT OPENING OF 9/11/2003. YAMILLE HAS BEEN DESIGNATED BY COMMERCE BANK AS A POLITICALLY EXPOSED PERSON (PEP) AND AS SUCH HER ACCOUNT ACTIVITY IS MONITORED CLOSELY WITH A FULL REVIEW BY AML EVERY 6 MONTHS. DURING THE LAST REVIEW DATED 7/30/2007 ACCOUNT ACTIVITY WAS CONSISTENT WITH A PERSONAL DEMAND CHECKING ACCOUNT [redacted] AT THE TIME OF THE REVIEW THE ACCOUNT BALANCE WAS UNDER $33,000. BONGO-ASTIER VOLUNTARILY FURNISHED THE FOLLOWING INFORMATION:

BONGO-ASTIER ADVISED THAT HER FATHER, PRESIDENT OMAR BONGO OFTEN VISITS HER WHEN HE IS IN NEW YORK CITY TO ATTEND VARIOUS DIPLOMATIC MEETINGS. SHE STATED THAT UPON HIS MOST RECENT VISIT TO THE UNITED NATIONS (9/27/2007) TO GIVE A SPEECH HE GAVE HER A GIFT OF $1MM TO BE USED FOR THE PURCHASE OF A CONDO IN NEW YORK CITY. THE CONDO IS LOCATED AT 3[redacted] NEW YORK. N.Y. BONGO-ASTIER ADDED THAT SHE OFTEN RECEIVES GIFTS FROM HER FATHER AND WILL BE ANTICIPATING AN ADDITONAL $700M TO ADD TO THE PURCHASE OF THE CONDO. YAMILLE STATED THAT THE TOTAL PRICE OF THE CONDO WAS $2.025MM AND THE REALTOR HANDLING THE TRANSACTION WAS SOTHEBY REALTY.

BONGO-ASTIER STATED THAT IT IS HER BELIEF THAT HER FATHER BROUGHT THE $1MM U.S. CURRENCY IN FROM GABON AND ADDED THAT HE MOST PROBABLY RECEIVED THE MONEY AT CITIBANK IN GABON. BONGO-ASTIER ADVISED THAT BECAUSE HER FATHER IS A HEAD OF STATE HE IS NOT REQUIRED TO FILL OUT ANY U.S. PAPERWORK WHEN BRINGING IN CURRENCY TO THE U.S. OVER $10M.

FOR INFORMATION OF THE READER THE $1MM IN CURRENCY WAS DEPOSITED (10 SEALED STACKS OF $100 BILLS EACH TOTALLING $100M) INTO AN ULTRA MONEY MARKET (ACCT. #79243332914). AN OFFICAL COMMERCE BANK CHECK (#41515816) WAS ISSUED FOR $202,500 (10% PURCHASE PRICE) MADE PAYABLE TO "MARTIN SHAW, ESQ., AS ESCROW AGENT". AS OF THIS WRITING THE BALANCE OF REFERENCED ACCOUNT IS $797,500.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 878

ph44585 on D330-44585-7600 with DISTILLER
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568402.011

BONGO-ASTIER ADVISED THAT THE CONDO WILL BE DEEDED TO HER ONCE THE PURCHASE IS COMPLETED AND THAT HER FATHER HOLDS NO PROPRIETARY INTEREST IN THE CONDO. BONGO-ASTIER STATED THAT HER ACCOUNTANT IS LEN BERNSTEIN AND HER ATTORNEY IS ROBERT FRANCO. SHE ALSO STATED THAT AS PREVIOUSLY MENTIONED SHE IS CURRENTLY IN L.A. AND DOES NOT HAVE THE CONTACT NUMBERS FOR HER ACCOUNTANT AND LAWYER.

COMMERCE BANK CONFIRMED THAT PRESIDENT BONGO DID GIVE A SPEECH AT THE UNITED NATIONS 62ND GENERAL ASSEMBLY ON 9/27/2007. RESEARCH REVEALED THAT THERE IS A PRELIMINARY INVESTIGATION BY FRENCH AUTHORITIES INTO POSSIBLE EMBEZZLEMENT OF GABON FUNDS FOR THE PURCHASE OF REAL ESTATE IN FRANCE. THE PROBE SPECIFICALLY RELATES TO BONGO'S HOMES IN PARIS AND THE FRENCH COAST. AS OF THIS WRITING THE PROBE IS ONGOING BY PARIS PROSECUTOR'S OFFICES.

BONGO-ASTIER CURRENTLY HOLDS TWO ACCOUNTS AT COMMERCE, AS PREVIUOSLY NOTED, IN ADDITION TO TWO (2) SAFE DEPOSIT BOXES #637 AND # 53 BOTH HELD AT STORE #415, 3RD AND BROADWAY, NYC, NY.

AT THIS POINT ABSENT OF ANY DEFINITIVE INFORMATION TO THE CONTRARY RELATING TO THE OWNERSHIP OF THE CONDO, COMMERCE BANK WILL CONTINUE THE ACCOUNT RELATIONSHIP WITH SPECIAL PEP MONITORING IN PLACE. [redacted]

ph44585 on D330-44585-7600 with DISTILLER
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568402.012

= Redacted by the Permanent Subcommittee on Investigations

Commerce Bank

Mary Ann O'Donnell/Commerce Bank
10/18/2007 10:06 AM

To Vincent J Auletta/Commerce Bank@yesbank
cc joseph.salerno@yesbank.com
bcc
Subject Re: Yamille Bongo-Astier

Vince
I agree that we conducted all the necessary research, completed appropriate due diligence and made the right conclusion in accepting Bongo-Astier as a customer. However, now whether we keep her as a customer depends our determination on the source of the $1million. I believe that she is purchasing a property. But considering the history on this family, we must absolutely make a determination of the source of funds. Her initial statement brings her father into the equation, which raises the red flags. If we can't get a full understanding, we need to discuss closing the account. Stop by, if you want to discuss. Thanks for dealing with this sensitive matter.

Mary Ann O'Donnell

Vincent J Auletta/Commerce Bank

Commerce Bank

Vincent J Auletta/Commerce Bank
10/17/2007 03:56 PM

To Mary Ann O'Donnell/Commerce Bank@yesbank, joseph.salerno@yesbank.com
cc
Subject Yamille Bongo-Astier

I spke to Anthony regarding Bongo-Astier. He advised that currently there are no Private Banking officials assigned to this account. He has all of the docs that we have forwarded from all of our reviews and prior due diligence but has never had contact with the customer. I just found out from JTTF in NY that Bongo did not file a CMIR when he came into the U.S. last month. We have a pending 314b request to Citibank International relative to Omar Bongo asking if he currently has any Citi accounts and if so has he recently withdrawn $1MM in U.S. currency. I believe that this request may not be honored because although Citi Int. is an affiliate of Citi Bank NA they are regulated by FSA in England.

I informed Anthony that at this time we have completed all of our necessary EDD on Bongo [redacted] He advised that he will talk to Susan but he would lean towards closing the account at this time.

My opinion is that although there are numerous accusations and allegations concerning Bongo and possible embezzlement of Gabon funds there have been no indictments or criminal charges levied against him. We have researched both Bongo and Bongo-Astier, ad nauseam, and have not definitively found anything solid that would preclude our continuing relationship. This specific tranasction is the sole transaction in Bongo-Astier's account that would be considered inconsistent with type.

[redacted] on the $1MM deposit and will continue to monitor her account on a bi-annual basis as per our procedures. I had asked Anthony if he could check on the location that Yamille is supposedly [redacted] NYC) buying to see who is the realtor and if the price is consistent with what she told me during the interview. I will also determine when the purchase is final as to who the property is deeded to.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 879

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00491 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.013

Vince Auletta
VP AML Operations
EDDO Mgr.
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00492 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.014

Vincent J Auletta/Commerce Bank
11/01/2007 11:17 AM

To "Murray, Gary" <GMurray@nynjhidta.org>
cc
bcc Anthony M Aiello/Commerce Bank
Subject Fw: Yamille Bongo-Astier

Gary, customer came into one of our branches yesterday and deposited an additional $44,100 in cash. A review of the account and previous customer contact indicates that she is not employed. At this point it is safe to assume that the full funding is coming from her father. She has two accounts with us aggregating over $850,000. She also maintains two safe deposit boxes. If you could please get back to me as soon as possible to advise if HIFCA has an interest in opening an investigation and would request that Commerce Bank keeps accounts active during the course of the investigation. If we do not hear from you by the middle of next week Commerce Bank has made the decision to terminate this banking relationship [redacted]

Our concern is that she will continue to transact this type of activity whether it is at Commerce Bank or another US financial institution and we believe the source of the funding may be coming from embezzled monies from Gabon. Her father is currently under an ongoing civil investigation in France for purchasing real estate in Paris with the alleged source coming from embezzled funds from Gabon treasury. [redacted], the customer is planning to purchase a co-op in NY for over $2.025 MM and advised that the money to purchase is coming from her father as a gift.

Thank you for your time in this matter.

Vince Auletta
VP AML Operations
EDDO Mgr.
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878
---- Forwarded by Vincent J Auletta/Commerce Bank on 11/01/2007 10:57 AM ----

Vincent J Auletta/Commerce Bank
10/31/2007 11:00 AM

To "Murray, Gary" <GMurray@nynjhidta.org>
cc
Subject Re: Yamille Bongo-Astier

Gary, As per our conversation we will keep this account in an active status and will assist whomever you assign this matter to. [redacted] to you directly today and can answer any specific questions you may have. This customer is the daughter of the President of Gabon, Omar Bongo, who has had and still has several alleged money laundering issues relating to public funds from Gabon. This specific transaction, although may be legitimate, [redacted] Thank you for your time.

Vince Auletta
VP AML Operations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 883

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00493 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.015

EDDO Mgr.
(Internal) 8-234-3680
(O) 856-470-3680
(Fax) 856-470-3878
"Murray, Gary" <GMurray@nynjhidta.org>

"Murray, Gary"
<GMurray@nynjhidta.org>
10/31/2007 10:45 AM

To <vincent.auletta@yesbank.com>
cc
Subject

Gary J. Murray
646-805-6204
Director, New York HIFCA
Immigration and Customs Enforcement

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00494 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.016

Commerce Bank

AML/BSA
AML/BSA Operations – AML
Closing an Account Att. I

Operating Procedure

Original Implementation Date: 07/22/2005
Latest Revision: 05/01/2006
Guiding Document: AML/BSA Corporate Policy

Request to Close Account

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Requester Information	
Name	Vincent J. Auletta
Department	EDDO
Phone	8-234-3860
Date of Request	11/14/2007
Bank Contacts	
Regional Market Mngr.	Sean C. Moloney
Bank Branch Mngr.	Lewis Finn
Customer Profile	
Name of Customer	Yamille Bongo-Astier
Authorized Signer(s)	Yamille Bongo-Astier (secondary signer on #7918918561)
Address	[redacted] New York, NY 10011

Account(s)*	Account #(s)	Opening Date(s)	Current Balance
Account(s) listed are targeted for closure based on the Justification for Request that follows.	1. 7916245777	9/11/2003	$19,092.71
	2. 7924332914	10/2/2007	$ 800,052.00
	3. 7918918561	11/24/2004	$5,000.00
	4. SB#000053		
	5. SB#000054		
	6. SB#000637		

(To add more accounts: Toggle the "Protect Form" (lock) icon from the Forms toolbox to unlock form, place cursor in last numbered row and insert row below, toggle lock icon to protect form again.)

Justification for Request Review Date(s): 9/11/2003 – 11/14/2007

Account holder, Yamille Bongo-Astier, is the daughter of the President of Gabon, Omar Bongo, therefore is considered a Politically Exposed Person (PEP) warranting enhanced account monitoring by Commerce Bank. Recent activities by customer, in addition to potential overseas criminal and civil actions against Omar Bongo, has caused Commerce Bank to initiate this closing request and terminate the existing banking relationship.

During the first week of October the customer opened an ultra money market account (#7924332914) by making a deposit of $1 million in US currency. As part of this deposit the customer had a Commerce Bank offical check (#41515816) issued for $202,500 made payable to "Martin Shaw, Esq. as Escrow Agent". This specific transaction prompted EDDO to contact the customer to determine the details involved with the deposit.

Bongo-Astier advised that the currency was given to her by her father as a "gift" for the purchase of a New York City cooperative apartment. The total value of the apartment is $2.025 million. The gift was physically presented to her during her father's visit to the United Nations in

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 884

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00495 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.017

NYon 9/27/2007. Bongo-Astier advised that because her father is a Head of State, he is allowed to enter the US with as much US currency that he desires and is exempt from having to file any US documents (CMIR). (The writer contacted US Customs and was advised that everyone, regardless of position, must file a Currency or Monetary Instruments Report when entering the US with more than $10,000 in cash or monetary instruments). Bongo-Astier also stated that she is expecting another "gift" from her father for approximately $750,000 to pay for the remainder of the apartment.

In addition, as stated earlier, it has been learned that Omar Bongo is presently being investigated by the French government relating to multiple allegations that he has embezzled considerable funds from the Gabonese government and is purchasing real estate in France with the proceeds of the alleged criminal activities. President Bongo has been investigated in the past relating to his relationship with Citibank and a US Congressional Sub-Committee has had testimony by Citibank officals that have advised that their KYC indicated that the primary source of wealth for Bongo is as Head of State for Gabon. Citibank officials were chastised by the sub-committee in not requiring a more exact determination in where the source of funds were derived from that were being deposited in Bongo's Citibank account. It was further explained that it was not reasonable to believe that the hundreds of millions of dollars in Citbank for accounts maintained by Bongo were funded from a Presidential salary.

Commerce Bank has known about above issue and has monitored referenced accounts closely. Due to the most recent transaction and statements made by the customer to Commerce officials it has become necessary to re-evaluate the banking relationship. With the most recent deposit in US currency and the knowledge that Bongo-Astier's accounts are solely funded by monies she receives from her father, Omar Bongo,as stated by Bongo-Astier, and the ongoing investigation of possible money laundering relating to purchases of international real estate, it is in the best interest of Commerce Bank to fully terminate the relationship with Bongo-Astier. This termination will also include three safe deposit boxes held by Bongo-Astier and located at Store #415. [redacted] articulating referenced banking activity by Bongo-Astier.

It is to be noted that checking account#7918918561 is held jointly by Carl R. Restivo and Bongo-Astier. [redacted] Restivo is believed to be a friend of Bongo-Astier. The account has been funded by payroll checks for Restivo and there have been no instances of large overseas funding. However, to be consistent with Commerce Bank policy relating to account closings it is recommended that the account also be closed.

Other Commerce Relationships

Account Number(s)*	Status	If Loan Account...			
		Loan Type	Balance	Guarantor(s)	Loan Officer

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00496 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.018

Commerce Bank

AML/BSA
AML/BSA Operations – AML
Closing an Account Att. I

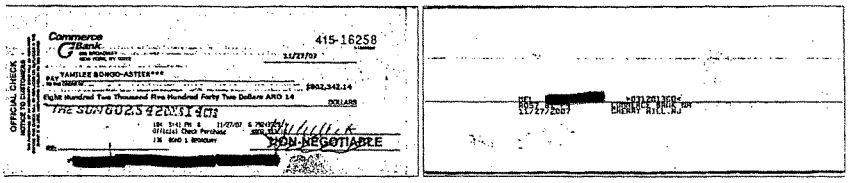
Operating Procedure

Original Implementation Date: 07/22/2005
Latest Revision: 05/01/2006
Guiding Document: AML/BSA Corporate Policy

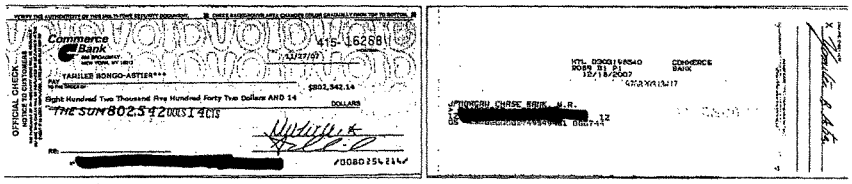
Account Number(s)*	Status	If Loan Account...			
		Loan Type	Balance	Guarantor(s)	Loan Officer
1.					
2. N/A					
3.					
4.					
5.					

(To add more accounts: Toggle the "Protect Form" (lock) icon from the Forms toolbox to unlock form, place cursor in last numbered row and insert row below, toggle lock icon to protect form again.)

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00497 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.019



Account [redacted] Check# 41516258 Amount 802542.14
Date Presented 11-27-2007



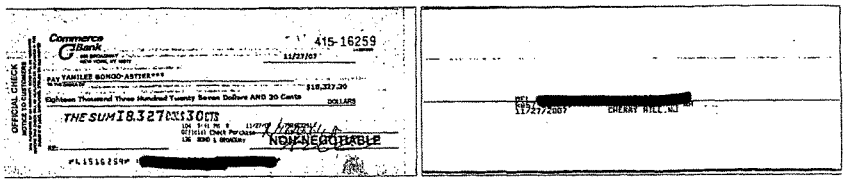
Account [redacted] Check# 41516258 Amount 802542.14
Date Presented 12-18-2007

[redacted] = Redacted by the Permanent Subcommittee on Investigations

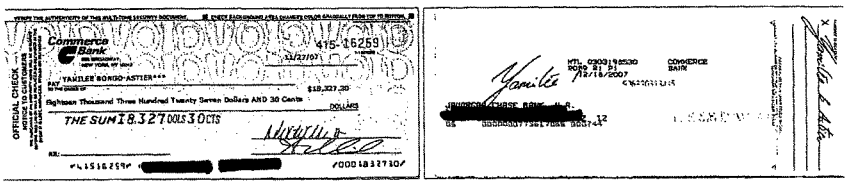
COMMERCE BANK

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 887

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00498 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.020



Account [redacted] Check# 41516259 Amount 18327.30
Date Presented 11-27-2007



Account [redacted] Check# 41516259 Amount 18327.30
Date Presented 12-18-2007

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00499 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.021

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00500 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 888

CHASE

Consumer Signature Card

ACCOUNT TITLE
YAMILEE BONGO - ASTIER

ACCOUNT NUMBER [redacted]
ACCOUNT TYPE Chase Premier Platinum Savings

TAX RESPONSIBLE ID # [redacted]
DATE OPENED 12/17/2007

CONSUMER ADDRESS [redacted]
NEW YORK, NY 10014-3647

ISSUED BY JPMorgan Chase Bank, N.A (802)
Astor Place
744
VLADIMIR VINOKUROV
(212) 253-5302
12/18/2007

TYPE OF OWNERSHIP Individual

	TAXPAYER ID #	DATE OF BIRTH	PRIMARY ID TYPE	PRIMARY ID NUMBER	ISSUER	ISSUANCE DATE	EXP DATE	SECONDARY ID TYPE	SECONDARY ID NUMBER	ISSUER	ISSUANCE DATE	EXP DATE
1)	[redacted]	[redacted]	Foreign Passport	[redacted]	CAN	07/26/2005	07/26/2010	None				
2)												
3)												
4)												
5)												
6)												
7)												
8)												

(*Tax Responsibility Indicator)

CUSTOMER(S) TO BE ADDED LATER _____

ACKNOWLEDGEMENT By signing this Signature Card, I am applying to JPMorgan Chase Bank, N.A. (the Bank) to open the deposit account indicated above. I certify that the information provided hereon is true to the best of my knowledge and authorize the Bank, at its discretion, to obtain credit reports and employment verifications on me. I acknowledge receipt of the Bank's *Account Rules and Regulations* or other applicable account agreement, which includes all provisions that apply to this deposit account and the Bank Privacy Policy, and agree to be bound by the terms and conditions contained therein as amended from time to time. For joint accounts, I agree that all parties are responsible for any overdraft of any amount due to the return of a deposited check without condition or limitation.

CERTIFICATION I certify under penalties of perjury that (1) the Taxpayer Identification Number shown above is correct, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

If the IRS has notified you that you are subject to backup withholding due to underreporting interest or dividends on your tax return, cross out item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

NAME	DATE	SIGNATURE	NAME	DATE	SIGNATURE
1) YAMILEE BONGO ASTIER	12/18/07	Yamilee B Astier	5)		
2)			6)		
3)			7)		
4)			8)		

Rev 2/07

RECEIVED BY DOC PREP
DEC 19 2007
RAJ.

PSI-JPMorganChase-06-0015

568402.022

[redacted]

ENDORSEMENTS AND LIMITATIONS

MENTIONS ET RESTRICTIONS

[redacted] = Redacted by the Permanent Subcommittee on Investigations

(Signature of bearer Signature du titulaire)

PASSPORT
PASSEPORT

CANADA

Type/Type: P
Issuing Country/Pays émetteur: CAN
Passport No./Nr. de passeport: [redacted]

Surname/Nom: BONGO-ASTIER
Given names/Prénoms: YAMILEE
Nationality/Nationalité: CANADIAN/CANADIENNE
Date of birth/Date de naissance: [redacted]
Sex/Sexe: F
Place of birth/Lieu de naissance: MEXICO MEX
Date of issue/Date de délivrance: [redacted]
Issuing Authority/Autorité de délivrance: [redacted]
Date of expiry/Date d'expiration: [redacted]

P<CANBONGO<ASTIER<<YAMILEE<<<<<<<<<<<<<<<<<<
[redacted]<<<<<<<<<<<<<<08

RECEIVED BY DOC
DEC 19 2007
P.A.J.

PERMANENT RESIDENT CARD
NAME BONGO ASTIER, YAMILEE H
[redacted]
Mexico
[redacted]
[redacted]
BONGO<ASTIER<<YAMILEE<HADJIA<<

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 888

PSI-JPMorganChase-06-0047

ph44585 on D330-44585-7600 with DISTILLER

568402.023

CHASE

JPMorgan Chase Bank, N.A.
Northeast Market
P O Box 260180
Baton Rouge, LA 70826-0180

00129417 ODA 802 KA 38207 - YYN T 1 000000000 18 0000
YAMILEE BONGO - ASTIER
[redacted]
NEW YORK NY 10014-3647

December 17, 2007 through December 27, 2007
Account Number: [redacted]

CUSTOMER SERVICE INFORMATION

WebSite:	www.Chase.com
Service Center:	1-888-26-CHASE
Hearing Impaired:	1-800-242-7383
International Calls:	1-713-262-1679

[redacted] = Redacted by the Permanent Subcommittee on Investigations

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT(S)
EFFECTIVE 2/1/08, THERE WILL BE CHANGES TO FEES ASSOCIATED WITH YOUR ACCOUNT(S). THE DETAILS ARE ON THE LAST PAGE OF YOUR STATEMENT.

CHECKING SUMMARY

Chase Premier Platinum Checking

	AMOUNT
Beginning Balance	**$0.00**
Deposits and Additions	18,330.56
Ending Balance	**$18,330.56**
Annual Percentage Yield Earned This Period	0.65%
Interest Paid This Period	$3.26
Interest Paid Year-to-Date	$3.26

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
12/17	Deposit	$18,327.30
12/27	Interest Payment	3.26
Total Deposits and Additions		**$18,330.56**

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 889

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00502 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.024

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CHASE

JPMorgan Chase Bank, N.A.
Northeast Market
P O Box 260180
Baton Rouge, LA 70826-0180

00185876 DDA 802 JA 01008 - YYY T 1 000000000 06 0000
YAMILEE BONGO - ASTIER
[redacted]
NEW YORK NY 10012-2465

December 17, 2007 through January 09, 2008
Account Number [redacted]

CUSTOMER SERVICE INFORMATION

WebSite:	www.Chase.com
Service Center:	1-888-26-CHASE
Hearing Impaired:	1-800-242-7383
International Calls:	1-713-262-1679

SAVINGS SUMMARY

Chase Premier Platinum Savings

	AMOUNT
Beginning Balance	**$0.00**
Deposits and Additions	804,637.00
Other Withdrawals, Fees & Charges	- 49,125.00
Ending Balance	**$755,512.00**
Annual Percentage Yield Earned This Period	4.40%
Interest Paid This Period	$2,069.86
Interest Paid Year-to-Date	$2,069.86

The monthly service fee for this account was waived as an added feature of Chase Premier Platinum Checking account.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		**$0.00**
12/17	Deposit [redacted]	802,542.14	802,542.14
12/18	Withdrawal	- 40,000.00	762,542.14
12/19	Insufficient Funds Fee	- 25.00	762,517.14
12/20	Insufficient Funds Fee Refund	25.00	762,542.14
01/09	Withdrawal	- 9,100.00	753,442.14
01/09	Interest Payment	2,069.86	755,512.00
	Ending Balance		**$755,512.00**

A Overdraft fee was charged on 12/19 due to insufficient funds in your account.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 889

PSI-JPMorgan_Chase-04-0045

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00503 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.025

= Redacted by the Permanent Subcommittee on Investigations

CHASE

JPMorgan Chase Bank, N.A.
P O Box 260180
Baton Rouge, LA 70826-0180

June 25, 2009 through July 27, 2009
Account Number: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-888-262-4273
Hearing Impaired:	1-800-242-7383
International Calls:	1-713-262-1679

00343881 DRE 802 141 20809 - YNNNY T 1 000000000 18 0000
YAMILEE BONGO - ASTIER
[redacted]
NEW YORK NY 10012-2465

NOTICE ABOUT CHASE IDENTITY PROTECTION

As a member of Chase Identity Protection and a resident of New York, you are now eligible for the $100,000 Identity Fraud Expense Coverage, paid for by Chase.

IMPORTANT CHANGES TO OUR FUNDS AVAILABILITY POLICY

We are changing our Funds Availability Policy for personal accounts (excluding Chase Access Checking) in Connecticut, New Jersey and New York effective July 12, 2009. Funds from your deposits will generally be available to you on the first business day after we receive your deposit, subject to the terms of our Funds Availability Policy that is updated below. If you have any questions, please call us at 1-800-935-9935.

The Same Day Availability, Next Day Availability, and Availability of Other Check Deposits sections and the Personal Funds Availability Chart will no longer apply. The General Policy and Longer Delays May Apply sections of the Funds Availability Policy are amended as follows:

General Policy:

The following paragraph replaces the first paragraph of the General Policy section.

"**Our general policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit.** Wire transfers and electronic direct deposits will be available on the day we receive your deposit. We will use the funds from your deposit to pay items that are drawn against your account on the business day we receive your deposit. Once funds from your deposits are available, you can withdraw them in cash."

Longer Delays May Apply:

The following 2 paragraphs replace the first paragraph of the Longer Delays May Apply section.

"In some cases, we may not make all of the funds that you deposited by check available to you by the first business day after the day of your deposit. Depending on the type of check that you deposit and the location where your deposit is received, funds may not be available until the fifth business day after the day of your deposit. However, the first $100 of these deposits will be available on the first business day. All deposits made by mail and addressed to a Chase location without using a specific branch name and street address will be considered received by the Bank's National Bank-By-Mail facility in Louisville, Kentucky as of the date such deposit is received by this facility.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Bank employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit."

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 893

PSI-JPMC-09-0122

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00504 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.026

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CHASE

June 25, 2009 through July 27, 2009
Account Number: [redacted]

BALANCING YOUR CHECKBOOK

Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. **Write in the Ending Balance shown on this statement:** **Step 1 Balance: $**_____
2. **List and total all deposits & additions not shown on this statement:**

Date	Amount	Date	Amount	Date	Amount

Step 2 Total: $_____

3. **Add Step 2 Total to Step 1 Balance.** **Step 3 Total: $**_____
4. **List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.**

Check Number or Date	Amount	Check Number or Date	Amount

Step 4 Total: -$_____

5. **Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: $**_____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.

JPMorgan Chase Bank, N.A. Member FDIC

ph44585 on D330-44585-7600 with DISTILLER

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568402.027

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CHASE

June 25, 2009 through July 27, 2009
Account Number: [redacted]

CHECKING SUMMARY

Chase Premier Platinum Checking

	AMOUNT
Beginning Balance	**$6,886.95**
Deposits and Additions	349,310.47
Checks Paid	- 8,121.03
ATM & Debit Card Withdrawals	- 23,315.49
Other Withdrawals, Fees & Charges	- 221.51
Ending Balance	**$324,539.39**
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	$1.62
Interest Paid Year-to-Date	$2.23

Good News. Your Chase Premier Platinum Checking monthly service fee was waived because you kept an average combined deposit and investment balance of $75,000 or more in qualifying accounts during the statement period.

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
07/07	ATM Check Deposit	$3,706.00
07/07	ATM Cash Deposit	2,200.00
07/10	Chips Credit Via: Deutsche Bank Trust CO America/0103 B/O: Etude Maitre Anne Gey Libreville Ref: Nbnf=Yamilee Bongo - Astier New York, NY[redacted] Org=/[redacted] Libreville Ogb=Bgfibank Libreville Obi=Ssn:[redacted] Tm: [redacted]	341,402.85
07/10	Online Transfer From Mma X[redacted] Transaction#:[redacted]	2,000.00
07/27	Interest Payment	1.62
Total Deposits and Additions		**$349,310.47**

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
341 ^		06/26	$150.00
343 * ^		07/09	5,000.00
344 ^		07/15	839.03
345 ^		07/17	2,132.00
Total Checks Paid			**$8,121.03**

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

ph44585 on D330-44585-7600 with DISTILLER

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568402.028

[redacted] = Redacted by the Permanent Subcommittee on Investigations

#3757

Form **SS-4** (Rev. February 1998) Department of the Treasury Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

► Keep a copy for your records.

EIN [redacted]

OMB No. 1545-0003

Please type or print clearly.

1 Name of applicant (legal name) (see instructions)
COLLINS TRUST

2 Trade name of business (if different from name on line 1)

3 Executor, trustee, "care of" name
Inge Bongo, Trustee

4a Mailing address (street address) (room, apt., or suite no.)
P.O. Box 11082

5a Business address (if different from address on lines 4a and 4b)

4b City, state, and ZIP code
Beverly Hills, CA 90210-1082

5b City, state, and ZIP code

6 County and state where principal business is located
Los Angeles, CA

7 Name of principal officer, general partner, grantor, owner, or trustor—SSN or ITIN may be required (see instructions) ► [redacted]
Inge Bongo

8a Type of entity (Check only one box.) (see instructions)
Caution: *If applicant is a limited liability company, see the instructions for line 8a.*

- ☐ Sole proprietor (SSN)
- ☐ Partnership
- ☐ REMIC
- ☐ State/local government
- ☐ Church or church-controlled organization
- ☐ Other nonprofit organization (specify) ► (enter GEN if applicable)
- ☐ Other (specify) ►
- ☐ Personal service corp.
- ☐ National Guard
- ☐ Farmers' cooperative
- ☐ Estate (SSN of decedent)
- ☐ Plan administrator (SSN)
- ☐ Other corporation (specify) ►
- ☒ Trust
- ☐ Federal government/military

8b If a corporation, name the state or foreign country (if applicable) where incorporated | State | Foreign country

9 Reason for applying (Check only one box.) (see instructions)
- ☐ Started new business (specify type) ►
- ☐ Hired employees (Check the box and see line 12.)
- ☐ Created a pension plan (specify type) ►
- ☐ Banking purpose (specify purpose) ►
- ☐ Changed type of organization (specify new type) ►
- ☐ Purchased going business
- ☒ Created a trust (specify type) ► Collins Maintenance Trus
- ☐ Other (specify) ►

10 Date business started or acquired (month, day, year) (see instructions)
12-23-99

11 Closing month of accounting year (see instructions)
12-31

12 First date wages or annuities were paid or will be paid (month, day, year). Note: *If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year)* ► 1-31-00

13 Highest number of employees expected in the next 12 months. Note: *If the applicant does not expect to have any employees during the period, enter -0-. (see instructions)* ►

Nonagricultural	Agricultural	Household
1	Ø	Ø

14 Principal activity (see instructions) ► Investment

15 Is the principal business activity manufacturing? ☐ Yes ☒ No
If "Yes," principal product and raw material used ►

16 To whom are most of the products or services sold? Please check one box.
- ☐ Public (retail)
- ☐ Other (specify) ►
- ☐ Business (wholesale)
- ☒ N/A

17a Has the applicant ever applied for an employer identification number for this or any other business? ☐ Yes ☒ No
Note: *If "Yes," please complete lines 17b and 17c.*

17b If you checked "Yes" on line 17a, give applicant's legal name and trade name shown on prior application, if different from line 1 or 2 above.
Legal name ► Trade name ►

17c Approximate date when and city and state where the application was filed. Enter previous employer identification number if known.

Approximate date when filed (mo., day, year)	City and state where filed	Previous EIN

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Business telephone number (include area code) (949) 453-1012

Fax telephone number (include area code) (949) 453-1516

Name and title (Please type or print clearly.) ► Inge Bongo, Trustee

HSBC-PSI 037121

Signature ► Date ► X

Note: *Do not write below this line. For official use only.*

Please leave blank ►	Geo.	Ind.	Class	Size	Reason for applying

For Paperwork Reduction Act Notice, see

Form SS-4 (Rev. 2-98)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 896

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568402.029

JOSEPH E. MUDD
A PROFESSIONAL LAW CORPORATION
8001 IRVINE CENTER DRIVE
SUITE 1170
IRVINE, CA 92618-2997

TELEPHONE (949) 453-1012
FAX (949) 453-1516
HTTP://MUDDLAW.WLD.COM

JOSEPH E. MUDD, LL.M.
CERTIFIED TAXATION SPECIALIST
ALSO ADMITTED - NEW YORK, MONTANA

JERI L. GARTSIDE
ALSO ADMITTED - MICHIGAN

LINAS N. UDRYS, LL.M.
ALSO ADMITTED - MICHIGAN, DISTRICT OF COLUMBIA

THOMAS R. LAMONS, LL.M.
ALSO ADMITTED - WYOMING

TONI M. STOREY, CLA
SENIOR PARALEGAL

TAX CONTROVERSY AND PLANNING
CORPORATE, COMMERCIAL AND
BUSINESS TRANSACTIONS
ESTATE PLANNING

December 27, 1999

Inge Bongo
12055 Summit Lake
Beverly Hills, CA 90210

VIA MESSENGER

Dear Inge:

Enclosed is a check payable to the Collins Trust in the amount of $406,099.87

Total Proceeds received		$585,599.87
Less:		
Robert Lorenzetti, Accountant	$3,500.00	
Joseph E. Mudd, Attorney	$26,000.00	
Additional Accounting Fees	$1,500.00	
Additional Attorney Fees	$24,000.00	
Deposit for Federal Taxes		
20% of estimated capital gain on sale of house. $700,000 less $250,000 exemption	$90,000.00	
Deposit for State Taxes		
7% of estimated capital gain on sale of home.	$31,500.00	
BALANCE		$406,099.87

The check is made payable to the Collins Trust. I have enclosed information on how to open the account. Depending on date of closing of balance, we will complete your irrevocable trust and send you your proceeds as soon as received. I will send you proof that Federal and State deposits have been made.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

JOSEPH E. MUDD
Attorney at Law

f:\mcl\bongo\corresp\bongo.10

HSBC-PSI 037120

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 896

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568402.030

MINTZ LEVIN

William "Mo" Cowan | 617 348 3003 | wmcowan@mintz.com

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

April 3, 2009

VIA E-MAIL & HAND DELIVERY

Laura E. Stuber, Esq.
Permanent Subcommittee on Investigations
United States Senate
Committee on Homeland Security and Governmental Affairs
199 Russell Senate Office Building
Washington, DC 20510

Re: Fidelity Investments

Dear Laura:

As agreed, FMR LLC ("Fidelity") hereby responds to your email inquiry of March 2, 2009 regarding the subpoena served upon Fidelity, dated October 1, 2008 (the "Subpoena"). Please note that Fidelity Investments is not a legal entity, but rather is a trade name to reference the family of companies associated with FMR LLC. Fidelity previously responded to the Subpoena and provided information to the Permanent Subcommittee on Investigations ("PSI") on October 23, 2008.

Fidelity offers the following responses to your inquiries of March 2, 2009, *seriatim*. The responses reflect review of documents previously produced to PSI and more recent investigation and analysis prompted by your inquiries[1/]:

1. **Provide account opening dates for Inge Lynn Collins' Fidelity accounts.**

   The following are the account opening dates for accounts relating to Ms. Collins (the "Collins Accounts"):

   Inge Lynn Collins
   Customer Account No.: T158452119

[1/] Please note that in the course of addressing your inquiries of March 2, 2009 we located additional documents responsive to the Subpoena and produce them for your consideration. See Bates Nos. SIIII 00528 - 00542 produced herewith.

CONFIDENTIAL TREATMENT

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 897

PSI-Fidelity-02-0001

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568402.031

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Fund Account No.: 055/0662172337
Opening Date: 10/22/99

Inge Lynn Collins Trustee, Collins Revocable Trust
Customer Account No.: [redacted]
Fund Account No.: [redacted]
Opening Date: 12/9/99

2. Provide, or, if already provided, describe any due diligence done by Fidelity on Inge Lynn Collins accounts at account opening and during the account relationship.

Fidelity previously provided documents within its custody and control to PSI on October 23, 2008 regarding the Collins Accounts, including Ms. Collins mutual fund account application. At the time the accounts were opened Ms. Collins identified herself as a United States citizen and provided a United States address to Fidelity. The accounts opened were money market mutual funds, and thus, based on Fidelity's policies and procedures in effect at that time, further due diligence was not required at that time.

3. Describe any CTRs filed by Fidelity on cash deposits involving Inge Lynn Collins accounts.

Because Fidelity does not accept cash, and did not with regard to the Collins Accounts, no CTRs would have been filed involving those Accounts.

4. Describe current status of Inge Lynn Collins account relationship with Fidelity.

On January 14, 2002 Ms. Collins closed her individual money market mutual fund account, No. T158452119, and transferred the assets to the Collins Revocable Trust Fidelity Mutual Fund Account, No. [redacted] (the "Trust Account"). See Bates No. SIII 00267, produced to PSI on October 23, 2008. The Trust Account is still an open account with Fidelity. However, the last customer activity on the Trust Account occurred on May 22, 2007 when Ms. Collins wrote a check for $250.00 to Ramona Hernandez; this check was returned to Ms. Collins for insufficient funds on June 1, 2007. See Bates Nos. SIII 00245-00246, produced to PSI on October 23, 2008. As of the date of this response, the Trust Account holds $200.08. Please see the investment report produced herewith which reflects the Trust Account's activity through 2008, as well as a screen shot reflecting the balance in the Trust Account. See Bates Nos. SIIII 00528 - 00540 produced herewith.

CONFIDENTIAL TREATMENT REQUESTED

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568402.032

[redacted] = Redacted by the Permanent Subcommittee on Investigations

5. Provide origin of $2,563,489.87 received by Inge Lynn Collins account [redacted] on 12/30/99 and beneficiary of $406,099.87 sent from same account on 12/29/99.

The sum $2,563,489.87 was received into the Trust Account from Mara Escrow, Co. of 9401 Wilshire Boulevard, Suite 515 in Beverly Hills, California ("Mara Escrow"), a real estate firm (www.maraescrow.com) on December 30, 1999. See Bates No. SIII 0010 and 00284, produced to PSI on October 23, 2008. The sum of $406,099.87 was issued in the form of a cashier's check with the payee identified as Joseph E. Mudd. See Bates No. SIIII 00541 produced herewith.

6. Provide origin of $110,000 wire transfer received by Inge Lynn Collins account T1584552119 on 10/27/99.

Fidelity no longer possesses or controls documents, or other information, sufficient to determine the origin of the funds in question. However, through outreach to one of its partner banks, Fidelity learned that the $110,000 was transferred from Bank of America, Branch Funds Transfer, Concord, California. See Bates No. SIIII 00542 produced herewith.

7. On 6/29/01, Inge Lynn Collins Fidelity account [redacted] redeemed $520,167 and on 7/16/01 received $520,167 in a wire transfer from a bank. Please explain these two transactions, including providing the origin and beneficiary, and how they relate to one another.

The redemption in the amount of $520,167 was sent to the attention of Gail Hershowitz of Mara Escrow, Co. on June 29, 2001.
Credit Account Of: Mara Escrow Company
Account Number: [redacted]
Routing Number: [redacted]
Credit to Escrow No: 1-27806-GH**

On July 16, 2001, Mara Escrow Co. wired $520,167 to Ms. Collins. Fidelity is unable to determine the purpose of Ms. Collin's transactions with Mara Escrow. Please see documents Bates Nos. SIII 00014, 256, 260-261, 275-276 and 285 which were previously produced to PSI on October 23, 2008 for additional information.

After a reasonable and diligent search, Fidelity has not been able to locate additional documents, or other information regarding these transactions.

Fidelity's submission of the responsive information is not intended to waive any applicable privilege available under federal, state or common law including, without limitation,

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568402.033

the attorney-client privilege, or attorney work product. The production of any materials or information subject to any applicable privilege is inadvertent.

Request for Confidential Treatment

This letter and the enclosed materials are submitted solely for PSI's use in connection with the above-referenced inquiry and with the understanding that we believe that business confidentiality pertains to each page of this letter and all enclosures hereto. Such materials are considered to be confidential or private documents that are commercially valuable, and, as such, constitute or contain trade secrets, the disclosure of which may violate proprietary rights, may represent an invasion of personal privacy and would grant our competitors an unfair advantage.

For these reasons, we respectfully request that the enclosed materials and this letter be kept confidential in a non-public file and that PSI limit its dissemination thereof to staff members assigned to the matter. In the event PSI is requested to provide the enclosed materials or this letter to any third party, we request that you notify us immediately so that we can take the appropriate course of action to protect our rights.

Furthermore, Fidelity requests that all information, documents and the contents of this letter response ("Confidential Materials") be treated as "confidential" under the Freedom of Information Act, commonly known as FOIA. Each page of the documents produced in response to the Subpoena and the follow-up email inquiry of March 2, 2009 bears the legend "CONFIDENTIAL TREATMENT REQUESTED."

With respect to any request for disclosure to any person or entity other than PSI (including any other governmental agency or employee) of any of the information contained in the Confidential Materials, we respectfully request that Fidelity be provided notice that disclosure has been requested and an opportunity to submit written objections to such disclosure before any such disclosure is made. Notice of any request for disclosure should be sent to the undersigned at the above address.

If you have any questions regarding the documents or seek additional information related to your investigation, please do not hesitate to contact me.

Very truly yours,

William "Mo" Cowan

Enclosures
CC: Karen M. O'Toole, Esq.

CONFIDENTIAL TREATMENT REQUESTED

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00512 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.034

ENV# 135085610

INGE LYNN COLLINS
COLLINS REVOCABLE TRUST
11718 BARRINGTON CT # 712
LOS ANGELES CA 90049-2930

Dear Fidelity Investor,

Recently your Fidelity funds account(s) was converted to Fidelity's new account transaction and record keeping system. As a result of this system conversion, you have a new account number(s) and will notice a slight change in the format of your statement. But otherwise your account is the same as before the conversion. Please note that there was no tax consequence to your account due to the system conversion.

For your reference, we have summarized below your old and new account numbers that are reported on this statement.

Old Account Number	Conversion Date	New Account Number	Account Type
[redacted]	March 22, 2002	[redacted]	TRUST: UNDER AGREEMENT

The conversion occurred during the course of your regularly scheduled statement period and as a result you will see both your old and new account numbers in this statement.

- Your old account number starts with your beginning balance, includes activity prior to the conversion, and ends on the day of conversion.
- Your new account number contains account activity from the conversion date until the end of the statement period.
- Year to Date information (including activity from both your old and new account numbers) is provided under the new account number.
- In the future, your regularly scheduled statement will reflect your new account number(s) only.

For more information about the system conversion, please refer to the enclosed insert, go to www.fidelity.com/goto/portfoliosummary, call 800-544-3692 or contact your Fidelity representative. Thank you for your patience during this transition.
126444

CONFIDENTIAL TREATMENT
REQUESTED
SIII 00277

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568402.035

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Fidelity Mutual Fund
New Account Application

Fidelity Investments

For help with this application, or for an IRA, Keogh or Business Account application, call us anytime at 1-800-544-8888 or visit our Web site www.fidelity.com. If you are opening your account by an exchange from an existing Fidelity account, call us at 1-800-544-7777

P.O. Box 5000
Cincinnati, OH 45273-8008

1: Account Ownership & Address

Account Registration: JAY ACHER
X Individual SC36182 Joint Tenants—Rights of Survivorship Custodial UGMA/UTMA
Trust Community Property Under the State of Uniform Gifts/Transfer to Minors Act
Tenants in Common

Name of Account Owner, Minor or Trustee (first, mi, last): INGE LINN COLLINS
Name of Joint Owner, Custodian or Co-Trustee (first, mi, last):
State of Birth: [redacted] Social Security Number/TIN: [redacted]
Date of Birth: / /
X U.S. Citizen Resident Alien Non-Resident Alien
Country of tax residence for Non-Resident Alien
U.S. Citizen Resident Alien Non-Resident Alien
Country of tax residence for Non-Resident Alien
Affiliation: I am affiliated with, or work for, a member firm of the NASD
I am affiliated with, or work for, a member firm of the NASD
Occupation, Employer's Name and Address: N/A Homemaker
Address and Phone: Check if new address
Mailing Address: Street and Apartment or Box Number: 513 DOHENY ROAD City: BEVERLY HILLS State: CA Zip: 90210
Home Phone: (310) 273-2669
Work Phone: ( )
Customers applying for trust accounts must complete the following two lines.
Name of Trust
For the benefit of
Date of Trust / /
Trust Tax ID No.
Social Security No.

If you are establishing a trust account and do not check a box, the account will be registered as joint tenants with rights of survivorship. Types of joint ownership are governed by the laws of your state of residence. If you need more information about which are appropriate in your state, please seek legal advice.

2: Investment Information

Please make your check payable to Fidelity Investments. Note that Fidelity cannot accept foreign checks or Traveler's checks. Be sure to read the prospectus(es) for the fund(s) you choose.*

Fund Name: A. CASH Reserves — Initial Investment Amount – Fund minimums vary, see prospectus for details: $ 10,000.00
B.
C.

T158452119
FUND 055 ACCOUNT NO 0662172337
T 10-21-99

*Note that some funds may charge a sales load and/or a short-term fee that fall below the fund's investment minimum.

Dividend & Capital Gain Distributions will be
Pay all dividends and capital gains to my bank account. Pay all dividends and capital gains to me by check.

3: Optional Account Features

Fidelity Automatic Account Builder

This service lets you invest automatically (monthly or quarterly) from your bank account to your Fidelity account. Change or cancel your plan anytime with a phone call at least one business day before your scheduled investment. (Automatic Account Builder normally becomes active 20 days after your application is processed.)

To establish this feature, complete the information below and staple to the left a voided check from your bank account. The common name must appear on your Fidelity and bank accounts.

Assign to Fund	Investment Amount (Spartan minimum $500; Non-Spartan minimum $100)	Investment Frequency (check one)	(month, day, year)
A.	$	Monthly Quarterly beginning	/ /
B.	$	Monthly Quarterly beginning	/ /
C.	$	Monthly Quarterly beginning	/ /

LA CENTURY
OCT 21 PM 12:
RECEIVED

Checkwriting — This is an optional feature that is only available on certain money market and bond funds.
Please add this feature to my account for fund(s) ____ (A or ____). All registered owners must sign the Signature Card for Checkwriting below. For custodial accounts, only the custodian must sign the Signature Card. There may be a charge for checkwriting. See prospectus for details.

CONFIDENTIAL TREATMENT REQUESTED
S111 00001

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 906

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Optional Account Features (cont.)

Direct Deposit

This service lets you [illegible] Social Security check. The minimum investment is [illegible] per period.
To establish this feature, [illegible]

Transfers Between Your Bank & Fidelity

[illegible] Bank [illegible] active 20 days after [illegible]

To establish this feature [illegible]

Telephone Redemptions & Exchanges

You automatically have the ability to make redemptions or exchanges by telephone. [illegible] funds that have [illegible] fees and trading [illegible] the appropriate fund prospectus for details. The exchange privilege is [illegible] in failure in the future.

STAPLE VOIDED CHECK HERE

4: Signature

Each owner must sign this section.

[illegible]

- I have received [illegible] and I agree to the terms of the prospectus [illegible]
- I understand that [illegible] with applicable [illegible] exchanges.
- [illegible]
- I agree [illegible] fees and expense [illegible] to redemption and exchange [illegible] to the use of my [illegible] telephone communication.
- I understand that [illegible] and each of the account owners agree that any account owner has authority to act on the account without notice to the other account owners. [illegible] owners prior to actual receipt of [illegible]
- **If I am a U.S. Citizen or Resident Alien, as I have indicated above, I certify under penalties of perjury that (1) the Social Security or taxpayer identification number provided above is correct (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all dividend and interest income, or (c) I have been notified by the IRS that I am no longer subject to backup withholding. (Present cross out item 2 if it does not apply to you.)**
- **If I am a Non-Resident Alien, as I have indicated above, I certify under penalties of perjury that I am not a U.S. Citizen or Resident Alien, that the information entered above is correct, that if a reduced rate of tax or exemption from tax applies, I have complied with all requirements to qualify for the reduced tax, and I am an exempt foreign person under IRS regulations.**

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

Signature of Owner [illegible] Signature of Joint Owner [illegible]

X 10-21-99 X

[illegible] Social Security Number [illegible]

083209

1999 OCT 2

MAIL SER

FISH

MAIL

[illegible]

Not authorized for distribution unless preceded or accompanied by a current prospectus
Fidelity Distributors Corporation

CONFIDENTIAL TREATMENT
REQUESTED
SIII 00002

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ACCOUNT HISTORY
1999 PAGE 1
FIDELITY CASH RESERVES

Fidelity Investments

INGE LYNN COLLINS
100 S DOHENY DR APT 224
LOS ANGELES CA 90048-2926

FUND NO.: 055
SOC CODE: 010
ESTAB DATE: 10/22/99

CUST ACCT NO.: T158452119
FUND ACCT NO.: 0662172337
TAX ID: [redacted]
ALPHA CODE: COLLINS-IN

DISTRIBUTION OPTION
DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION		DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
		BEGINNING BALANCE				0.000	
10/22	10/22	PURCHASE		10,000.00	1.00	10,000.000	0-LOS-409-0(
10/26	10/22	CANCEL PURCHASE		10,000.00	1.00	10,000.000	0-LOS-999-0(
10/27	10/27	WIRE TRANSFER FROM BANK		110,000.00	1.00	110,000.000	0-NFI-999-0(
11/01	10/31	INCOME REINVEST		62.59	1.00	62.590	0-DIV-000-0(
11/26	11/26	CHECK PAID	1012	1,000.00	1.00	1,000.000	0-UMB-099-0(
11/26	11/26	CHECK PAID	1013	20,000.00	1.00	20,000.000	0-UMB-099-0(
11/30	11/30	CHECK PAID	1014	5,448.00	1.00	5,448.000	0-UMB-099-0(
12/01	11/30	INCOME REINVEST		468.66	1.00	468.660	0-DIV-000-00
12/07	12/07	CHECK PAID	1016	3,600.00	1.00	3,600.000	0-UMB-099-00
12/10	12/10	PURCHASE		70,000.00	1.00	70,000.000	0-LOS-612-00
12/10	12/10	CHECK PAID	1018	8,000.00	1.00	8,000.000	0-UMB-099-00
12/13	12/13	CHECK PAID	1019	70,000.00	1.00	70,000.000	0-UMB-099-00
12/13	12/13	CHECK PAID	1017	2,007.55	1.00	2,007.550	0-UMB-099-00
12/14	12/10	CANCEL PURCHASE		70,000.00	1.00	70,000.000	0-DAL-997-00
12/17	12/10	IMMEDIATE PURCHASE		70,000.00	1.00	70,000.000	0-DAL-997-00
12/20	12/20	CHECK PAID	1002	1,368.27	1.00	1,368.270	0-UMB-099-00
12/20	12/20	REDEMPTION		25,000.00	1.00	25,000.000	0-DAL-997-00
12/22	12/22	CHECK PAID	1005	715.28	1.00	715.280	0-UMB-099-00
12/23	12/23	CHECK PAID	1001	25,000.00	1.00	25,000.000	0-UMB-099-00
12/23	12/23	CHECK PAID	1003	1,806.75	1.00	1,806.750	0-UMB-099-00
12/27	12/27	CHECK PAID	1004	8,138.41	1.00	8,138.410	0-UMB-099-00
12/27	12/27	CHECK PAID	1006	4,110.00	1.00	4,110.000	0-UMB-099-00
12/31	12/31	CHECK PAID	1007	2,600.00	1.00	2,600.000	0-UMB-099-00
01/01	12/31	INCOME REINVEST		287.74	1.00	287.740	0-DIV-000-00

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE
0	2,024.730	2,024.730	08/10/00

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-6666

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 907

Confidential Treatment Requested
PSI-Fidelity_Investments-00003
SH 00543

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00516 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.038

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ACCOUNT HISTORY
2000 PAGE 1
FIDELITY CASH RESERVES

Fidelity Investments

INGE LYNN COLLINS
612 N SEPULVEDA BLVD STE 10
LOS ANGELES CA 90049-2176

FUND NO.: 055
SOC CODE: 010
ESTAB DATE: 10/22/99

CUST ACCT NO.: T158452119
FUND ACCT NO.: 0662172337
TAX ID: [redacted]
ALPHA CODE: COLLINS-IN

DISTRIBUTION OPTION
DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION		DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
		BEGINNING BALANCE				2,024.730	
01/07	01/07	CHECK PAID	1026	1,134.14	1.00	1,134.140	0-UMB-099-00
01/10	01/10	CHECK PAID	1010	482.71	1.00	482.710	0-UMB-099-00
01/12	01/12	TRANSFER FROM [redacted]		0.00	0.00	100,000.000	0-MER-999-00
01/13	01/12	CHECK PAID	1023	1,134.00	1.00	1,134.000	0-NFI-991-00
01/13	01/12	CHECK PAID	1028	60,000.00	1.00	60,000.000	0-NFI-991-00
01/13	01/12	CHECK PAID	1022	679.19	1.00	679.190	0-NFI-991-00
01/13	01/13	CHECK PAID	1021	2,135.25	1.00	2,135.250	0-UMB-099-00
01/18	01/18	CHECK PAID	1008	7,234.20	1.00	7,234.200	0-UMB-099-00
01/18	01/18	CHECK PAID	1025	5,638.99	1.00	5,638.990	0-UMB-099-00
01/19	01/19	CHECK PAID	1029	9,400.00	1.00	9,400.000	0-UMB-099-00
01/20	01/20	CHECK PAID	1030	10,000.00	1.00	10,000.000	0-UMB-099-00
01/20	01/20	CHECK PAID	1032	2,500.00	1.00	2,500.000	0-UMB-099-00
01/28	01/25	EXCHANGE FR [redacted]		25,000.00	1.00	25,000.000	0-DAL-500-00
01/28	01/28	TRANSFER FROM [redacted]		0.00	0.00	25,000.000	0-MER-999-00
02/01	01/31	INCOME REINVEST		71.79	1.00	71.790	0-DIV-000-00
02/01	02/01	CHECK PAID	1036	860.26	1.00	860.260	0-UMB-099-00
02/02	02/02	CHECK PAID	1035	448.16	1.00	448.160	0-UMB-099-00
02/02	02/02	CHECK PAID	1034	2,122.76	1.00	2,122.760	0-UMB-099-00
02/04	02/04	CHECK PAID	1037	1,409.42	1.00	1,409.420	0-UMB-099-00
02/09	02/09	CHECK PAID	1038	250.00	1.00	250.000	0-UMB-099-00
02/09	02/09	CHECK PAID	1039	3,000.00	1.00	3,000.000	0-UMB-099-00
02/09	02/09	CHECK PAID	1040	5,000.00	1.00	5,000.000	0-UMB-099-00
02/11	02/11	CHECK PAID	1045	2,000.00	1.00	2,000.000	0-UMB-099-00
02/14	02/14	CHECK PAID	1042	6,000.00	1.00	6,000.000	0-UMB-099-00
02/14	02/14	CHECK PAID	1043	3,500.00	1.00	3,500.000	0-UMB-099-00
02/14	02/14	CHECK PAID	1049	3,000.00	1.00	3,000.000	0-UMB-099-00
02/14	02/14	CHECK PAID	1041	5,005.00	1.00	5,005.000	0-UMB-099-00
02/15	02/15	CHECK PAID	1048	2,474.48	1.00	2,474.480	0-UMB-099-00
02/15	02/15	CHECK PAID	1050	1,090.82	1.00	1,090.820	0-UMB-099-00
02/18	02/18	CHECK PAID	1046	3,098.90	1.00	3,098.900	0-UMB-099-00
02/28	02/28	CHECK PAID	1051	6,000.00	1.00	6,000.000	0-UMB-099-00
02/28	02/28	CHECK PAID	1052	5,000.00	1.00	5,000.000	0-UMB-099-00
02/28	02/28	CHECK PAID	1055	400.00	1.00	400.000	0-UMB-099-00
03/01	02/29	INCOME REINVEST		124.65	1.00	124.650	0-DIV-000-00
03/01	03/01	CHECK PAID	1053	450.00	1.00	450.000	0-UMB-099-00
03/13	03/13	CHECK PAID	1056	235.00	1.00	235.000	0-UMB-099-00
03/22	03/22	CHECK PAID	1057	150.00	1.00	150.000	0-UMB-099-00
04/01	03/31	INCOME REINVEST		2.93	1.00	2.930	0-DIV-000-00
05/01	04/30	INCOME REINVEST		1.86	1.00	1.860	0-DIV-000-00
06/01	05/31	INCOME REINVEST		2.00	1.00	2.000	0-DIV-000-00
07/01	06/30	INCOME REINVEST		2.01	1.00	2.010	0-DIV-000-00
08/01	07/31	INCOME REINVEST		2.10	1.00	2.100	0-DIV-000-00
09/01	08/31	INCOME REINVEST		2.12	1.00	2.120	0-DIV-000-00
10/01	09/30	INCOME REINVEST		2.05	1.00	2.050	0-DIV-000-00

(CONTINUED NEXT PAGE)

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-6666

Confidential Treatment Requested
PSI-Fidelity_Investments-02-000544

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00517 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.039

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ACCOUNT HISTORY
2000 PAGE 2
FIDELITY CASH RESERVES

Fidelity Investments

INGE LYNN COLLINS
612 N SEPULVEDA BLVD STE 10
LOS ANGELES CA 90049-2176

FUND NO.: 055
SOC CODE: 010
ESTAB DATE: 10/22/99

CUST ACCT NO.: T158452119
FUND ACCT NO.: 0662172337
TAX ID: [redacted]
ALPHA CODE: COLLINS-IN

DISTRIBUTION OPTION
DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
11/01	10/31	INCOME REINVEST	2.13	1.00	2.130	0-DIV-000-00
11/10	11/10	MUTUAL FUND MAINT FEE	12.00	1.00	12.000	0-FEE-000-00
12/01	11/30	INCOME REINVEST	2.03	1.00	2.030	0-DIV-000-00
01/01	12/31	INCOME REINVEST	2.09	1.00	2.090	0-DIV-000-00

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE
0	397.210	397.210	07/12/01

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-6666

Confidential Treatment Requested
PSI-Fidelity_Investments-[illegible]

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00518 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.040

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ACCOUNT HISTORY
2001 PAGE 1
FIDELITY CASH RESERVES

Fidelity Investments

INGE LYNN COLLINS
11718 BARRINGTON CT # 712
LOS ANGELES CA 90049-2930

FUND NO.: 055
SOC CODE: 010
ESTAB DATE: 10/22/99

CUST ACCT NO.: T158452119
FUND ACCT NO.: 0662172337
TAX ID: [redacted]
ALPHA CODE: COLLINS-IN

DISTRIBUTION OPTION
DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
		BEGINNING BALANCE			397.210	
02/01	01/31	INCOME REINVEST	2.06	1.00	2.060	0-DIV-000-00
03/01	02/28	INCOME REINVEST	1.76	1.00	1.760	0-DIV-000-00
04/01	03/31	INCOME REINVEST	1.81	1.00	1.810	0-DIV-000-00
05/01	04/30	INCOME REINVEST	1.64	1.00	1.640	0-DIV-000-00
06/01	05/31	INCOME REINVEST	1.55	1.00	1.550	0-DIV-000-00
07/01	06/30	INCOME REINVEST	1.33	1.00	1.330	0-DIV-000-00
08/01	07/31	INCOME REINVEST	1.26	1.00	1.260	0-DIV-000-00
09/01	08/31	INCOME REINVEST	1.20	1.00	1.200	0-DIV-000-00
10/01	09/30	INCOME REINVEST	1.09	1.00	1.090	0-DIV-000-00
11/01	10/31	INCOME REINVEST	1.00	1.00	1.000	0-DIV-000-00
12/01	11/30	INCOME REINVEST	0.82	1.00	0.820	0-DIV-000-00
12/19	12/19	MUTUAL FUND MAINT FEE	12.00	1.00	12.000	0-FEE-000-00
01/01	12/31	INCOME REINVEST	0.71	1.00	0.710	0-DIV-000-00

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE
0	401.440	401.440	07/11/02

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-6666

Confidential Treatment Requested
PSI-Fidelity_Investments-00-0089

ph44585 on D330-44585-7600 with DISTILLER

568402.041

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00520 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

2090

Fidelity INVESTMENTS

Investment Report

October 24, 2001 - January 25, 2002

Online	Fidelity.com
FAST(sm)-Automated Telephone	800-544-5555
Customer Service	800-544-6666

EMV# 135018038

INGE LYNN COLLINS
11718 BARRINGTON CT # 712
LOS ANGELES CA 90049-2930

Mutual Fund T158452119 INGE L COLLINS - INDIVIDUAL

Starting in February 2002, Fidelity will begin printing your account information on both sides of each page. This printing method may reduce the length of your statements and help conserve paper.

Account Summary

Beginning value as of Oct 24	$410.91
Loads and fees	-12.00
Transfers between Fidelity accounts	-401.91
Change in investment value	3.00
Ending value as of Jan 25	**$0.00**

Income Summary

	This Period	Year to Date
Taxable		
Dividend	$3.00	$0.47

Holdings

	Fund Number/Account Number	Performance January 25, 2002	Shares January 25, 2002	Price per Share January 25, 2002	Total Value October 24, 2001	Total Value January 25, 2002
Fidelity Cash Reserves	055/0662172337	*7-day yield: 1.93%*	0.000	$1.00	$410.91	$0.00

Transaction Details

(for holdings with activity this period)

Mutual Fund Activity

Security	Date	Description	Shares	Price Per Share	Transaction Amount	Total Value
Fidelity Cash Reserves						
055/0662172337	10/24	Beginning	410.910	$1.00		$410.91
	10/31	Income reinvest	1.000	1.00	$1.00	
	11/30	Income reinvest	0.820	1.00	0.82	
	12/19	Mutual fund maint fee	-12.000	1.00	-12.00	
	12/31	Income reinvest	0.710	1.00	0.71	

Confidential Treatment Requested
SIH 00547

568402.042

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00521 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

2091

Fidelity INVESTMENTS

Investment Report

October 24, 2001 - January 25, 2002

Mutual Fund T158452119 INGE L COLLINS - INDIVIDUAL

Transaction Details

Mutual Fund Activity

Security	Date	Description	Shares	Price Per Share	Transaction Amount	Total Value
	1/22	Income reinvest	0.470	1.00	0.47	
	1/22	Transfer to (055) [redacted]	-401.910	1.00	-401.91	
	1/25	Ending	0.000			$0.00

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Confidential Treatment Requested
SIII 00548

0001 020127 0002 135018038 02 13 000

568402.043

(Page 1 of 2)

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INGE LYNN COLLINS
11718 Barrington Court # 712
Los Angeles, CA 90049
Tel. (310) 573-7835
Fax. (310) 573-7830

January 14, 2002

FIDELITY INVESTMENTS
PO BOX 770001
CINCINNATI OH 45277-0014

RE: Account # Ti58452119 Individual

To Whom It May Concern:

Please close the above-mentioned account and transfer the funds to my FIDELITY MUTUAL FUND ACCT# [redacted]

Should you have any questions please feel free to contact me at (310) 573-7835.

Thank you.

Inge Lynn Collins

FIMS_RETAIL:129231065

CONFIDENTIAL TREATMENT REQUESTED
SITI 00267

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 907

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00522 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.044

[redacted] – Redacted by the Permanent Subcommittee on Investigations

Republic Bank California N.A.
A Subsidiary of Republic New York Corporation

DATE 04-14-00
ACCOUNT NUMBER 203-000-52-63
NAME The Collins Revocable Trust
ADDRESS
SIGNATURE
SD-1 (4/97) COAST SPECIALTY PRINTING

SAVINGS DEPOSIT

	Dollars	Cents
CASH		
CHECKS		
80/1012	25,000	00
TOTAL		
LESS CASH RECEIVED		
NET DEPOSIT	25,000	00

⑈203000526⑈

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
100 S DOHENY DR APT 224
LOS ANGELES, CA 90048-2926

1020

FIDELITY CASH RESERVES
DATE 14 April 00
80-568/1012

PAY TO THE ORDER OF The Collins Trust $ 25,000
Twenty five thousand DOLLARS
Minimum $500

Fidelity Investments
UNITED MISSOURI BANK
WARSAW, MO

FOR Savings

[redacted]

HSBC-PSI 037122

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 908

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00523 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.045

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DEPOSIT TICKET

NAME The Collins Revocable Trust

ACCOUNT NO 603-005-1848

DATE April 14 00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

REPUBLIC BANK CALIFORNIA
445 NORTH BEDFORD DR., BEVERLY HILLS, CA 90210-4372

CASH
80-1012 $100,000.00
SUB TOTAL
LESS CASH RECEIVED
$ 100000.00

⑆122240861⑆ 603005184,8⑈ 01

1019

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
100 S DOHENY DR APT 224
LOS ANGELES, CA 90048-2926

FIDELITY CASH RESERVES

DATE 14, April 00

80-568/1012

PAY TO THE ORDER OF The Collins Trust $ 100,000 —

One hundred thousand only DOLLARS

Minimum: $500

Fidelity Investments
UNITED MISSOURI BANK
WARSAW, MO.

FOR Vice

[redacted]

Strictly Confidential
Not for Circulation
Subcommittee Members And Staff Only

HSBC-PSI 037123

ph44585 on D330-44585-7600 with DISTILLER

568402.046

(Page 7 of 14)

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1234

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
11718 BARRINGTON CT. 712
LOS ANGELES, CA 90049-2930

FIDELITY CASH RESERVES

DATE 3/29/04

80-568/1012

PAY TO THE ORDER OF Collins Revocable Trust $ 12,000.00

Twelve thousand dollars only

Minimum: $500

DOLLARS

Fidelity Investments
UNITED MISSOURI BANK
WARSAW, MO.

FOR Deposit 4893065809

[redacted]

FIMS_RETAIL:198876945

CONFIDENTIAL TREATMENT REQUESTED
SIII 00153

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 908

MINTZ LEVIN

Steve Ganis | 617 348 1672 | sganis@mintz.com

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

December 28, 2009

= Redacted by the Permanent Subcommittee on Investigations

VIA E-MAIL & HAND DELIVERY

Laura E. Stuber, Esq.
Permanent Subcommittee on Investigations
United States Senate
Committee on Homeland Security and Governmental Affairs
199 Russell Senate Office Building
Washington, DC 20510

Re: Fidelity Investments

Dear Laura:

As agreed, FMR LLC and its subsidiaries and affiliates (collectively, "Fidelity") hereby responds to your email inquiries of December 9, 2009 regarding the subpoena served upon Fidelity, dated October 1, 2008 (the "Subpoena"). Please note that Fidelity Investments is not a legal entity, but rather is a trade name to reference the family of companies associated with FMR LLC. Fidelity previously responded to the Subpoena and provided information to the Permanent Subcommittee on Investigations ("PSI") on October 23, 2008 and April 3, 2009.

Fidelity offers the following responses to your inquiries of December 9, 2009:

1. **Please provide account statements for Fidelity's Inge Collins Bongo account 055/0662172337.**

   Please find the requested statements attached (Bates Nos. SIII 00543 - SIII 00546).

2. **Please provide account opening documents for the Fidelity Collins Trust account, [redacted], opened in 1999.**

   After a reasonable search, Fidelity is unable to locate account opening documents for Fidelity Collins Trust account, [redacted]

CON Permanent Subcommittee on Investigations EXHIBIT #134 - FN 908 STED
PSI-Fidelity_Investments-03-0001

ph44585 on D330-44585-7600 with DISTILLER
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568402.048

[redacted] = Redacted by the Permanent Subcommittee on Investigations

3. **Is it common for mutual fund account holders to be issued checks for their mutual fund accounts?**

In Fidelity's experience it is common for money market mutual fund account holders to be issued a checkbook. In the case of Fidelity retail mutual fund accounts, check writing is provided through UMB Bank, N.A., a national bank supervised by the Office of the Comptroller of the Currency of the U.S. Department of the Treasury (the "OCC").

4. **In 1999, did Fidelity have a voluntary anti-money laundering program? If so, please describe.**

Some entities in the Fidelity organization – such as Fidelity Brokerage Services LLC, Fidelity Management Trust Company, and Fidelity Personal Trust Company, FSB – had certain anti-money laundering practices in place in 1999. The Fidelity mutual funds themselves did not, however, and were not required to do so until July 2002.

5. **According to SIII 00010, it appears that Ms. Collins Bongo attempted twice to make a $70,000 deposit on December 10, 1999, but that deposit was twice "canceled" the same day. Why was the deposit "canceled?**

Fidelity does not have any information in its possession as to why the deposit was canceled.

6. **There are several instances of Ms. Collins' mutual fund account writing checks for "cash," *i.e.* Feb. 9, 2000, where the Collins Trust account at Fidelity wrote a check to "cash" for $75,000 (Bates SIII 00286). Did Ms. Collins receive cash for this check and others like them?**

For Fidelity mutual fund accounts, like those registered to Ms. Collins Bongo and the trust, all check writing is provided through UMB Bank, N.A. The check referenced above appears to have been deposited into account [redacted] maintained by the Union Bank of California, N.A., a national bank in Beverly Hills, CA supervised by the OCC. Fidelity has no knowledge whether she was provided physical currency in connection with the deposit or tendering of this or any other UMB Bank, N.A. check.

7. **Please provide the recipient of the April 27, 2001, check for $50,000 written by the Collins Trust (See SIII 00013).**

This check was made payable to Inge Bongo and dated April 24, 2001. It was endorsed "Inge Bongo Collings [*sic*] For Deposit Only [redacted]," suggesting that it was deposited into an account at another financial institution. Please see Bates Nos. SIII 00392-00393, produced to PSI on October 23, 2008 for a copy of the referenced check.

CONFIDENTIAL TREATMENT REQUESTED

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00527 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
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8. **Please provide the recipient of the February 2, 2002, check for $20,000 written by the Collins Trust (See SIII 00017).**

   This check was made payable to "BH Mercedes Benz Ltd." It appears to have been deposited into an account at Union Bank of California, N.A., a national bank in Beverly Hills, CA supervised by the OCC. Please see Bates Nos. SIII 00433-00434, produced to PSI on October 23, 2008 for a copy of the referenced check.

9. **The Subcommittee is in possession of documents indicating that on November 15, 2006, Fidelity's title company transferred $952,697.83 from a Collins related escrow account at Fidelity National Title to a Collins related escrow account at First American Trust Company. Please verify whether this transaction occurred and, if so, please provide the Subcommittee with documents related to it.**

   FMR LLC has no subsidiaries or affiliates named "Fidelity National Title." We are therefore not in a position to verify the transaction you have described.

10. **Previously, a Fidelity representative told the Subcommittee that the Collins account held only a *de minimus* amount from 2007 to April 2009. Please describe any activity in the account from April 2009 to the present.**

    The activity in [redacted] account from April 2009 to the present has consisted just of receipt and reinvestment of dividends. The balance on the most recent statement, dated October 20, 2009, was $200.61. Please find the requested statements attached (Bates Nos. SIII 00547 - SIII 00556).

Fidelity's submission of the responsive information is not intended to waive any applicable privilege available under federal, state or common law including, without limitation, the attorney-client privilege, or attorney work product. The production of any materials or information subject to any applicable privilege is inadvertent.

Request for Confidential Treatment

This letter and the enclosed materials are submitted solely for PSI's use in connection with the above-referenced inquiry and with the understanding that we believe that business confidentiality pertains to each page of this letter and all enclosures hereto. Such materials are considered to be confidential or private documents that are commercially valuable, and, as such, constitute or contain trade secrets, the disclosure of which may violate proprietary rights, may represent an invasion of personal privacy and would grant our competitors an unfair advantage.

For these reasons, we respectfully request that the enclosed materials and this letter be kept confidential in a non-public file and that PSI limit its dissemination thereof to staff members assigned to the matter. In the event PSI is requested to provide the enclosed materials or this

ph44585 on D330-44585-7600 with DISTILLER

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letter to any third party, we request that you notify us immediately so that we can take the appropriate course of action to protect our rights.

Furthermore, Fidelity requests that all information, documents and the contents of this letter response ("Confidential Materials") be treated as "confidential" under the Freedom of Information Act, commonly known as FOIA. Each page of the documents produced in response to the Subpoena and the follow-up email inquiries of March 2 and December 9, 2009 bears the legend "CONFIDENTIAL TREATMENT REQUESTED."

With respect to any request for disclosure to any person or entity other than PSI (including any other governmental agency or employee) of any of the information contained in the Confidential Materials, we respectfully request that Fidelity be provided notice that disclosure has been requested and an opportunity to submit written objections to such disclosure before any such disclosure is made. Notice of any request for disclosure should be sent to the undersigned at the above address.

If you have any questions regarding the documents or seek additional information related to your investigation, please do not hesitate to contact me.

Very truly yours,

R. Stephen Ganis

Enclosures

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00529 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.051

bcc: Karen M. O'Toole, Esq.
Mary H. Macedo, Esq.
Elissa Flynn-Poppey, Esq.

ACTIVE 4796574v.3

CONFIDENTIAL TREATMENT REQUESTED

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00530 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
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[redacted] = Redacted by the Permanent Subcommittee on Investigations

ACCOUNT HISTORY
2000 PAGE 1
FIDELITY CASH RESERVES

Fidelity Investments

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
612 N SEPULVEDA BLVD STE 10
LOS ANGELES CA 90049-2176

FUND NO.: 055
SOC CODE: 022
ESTAB DATE: 12/09/99

CUST ACCT NO.: [redacted]
FUND ACCT NO.: [redacted]
TAX ID: [redacted]
ALPHA CODE: COLLINSREV

DISTRIBUTION OPTION
DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION		DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
		BEGINNING BALANCE				2970,103.250	
01/12	01/12	TRANSFER TO [redacted]		0.00	0.00	100,000.000	0-MER-999-00
01/25	01/25	REDEMPTION		5,000.00	1.00	5,000.000	0-RET-999-00
01/25	01/25	REDEMPTION		118,944.00	1.00	118,944.000	0-RET-999-00
01/25	01/25	REDEMPTION		50,000.00	1.00	50,000.000	0-RET-999-00
01/28	01/25	EXCHANGE TO [redacted]		25,000.00	1.00	25,000.000	0-DAL-500-00
01/28	01/28	TRANSFER TO [redacted]		0.00	0.00	25,000.000	0-MER-999-00
01/31	01/31	REDEMPTION		50,000.00	1.00	50,000.000	0-NFI-999-00
02/01	01/31	INCOME REINVEST		13,425.26	1.00	13,425.260	0-DIV-000-00
02/03	01/25	CANCEL REDEMPTION		50,000.00	1.00	50,000.000	0-NFI-999-00
02/03	01/31	DIVIDEND ADJUSTMENT		45.05	1.00	45.050	0-ADJ-982-00
02/10	02/10	CHECK PAID	1032	75,000.00	1.00	75,000.000	0-UMB-099-00
02/16	02/16	CHECK PAID	1034	10,000.00	1.00	10,000.000	0-UMB-099-00
02/23	02/23	CHECK PAID	1011	25,000.00	1.00	25,000.000	0-UMB-099-00
02/24	02/24	CHECK PAID	1031	10,000.00	1.00	10,000.000	0-UMB-099-00
02/28	02/28	CHECK PAID	1033	2,850.00	1.00	2,850.000	0-UMB-099-00
03/01	02/29	INCOME REINVEST		11,354.31	1.00	11,354.310	0-DIV-000-00
03/01	03/01	CHECK PAID	1012	25,000.00	1.00	25,000.000	0-UMB-099-00
03/15	03/15	CHECK PAID	1015	25,000.00	1.00	25,000.000	0-UMB-099-00
03/20	03/20	CHECK PAID	1014	1,900.00	1.00	1,900.000	0-UMB-099-00
03/20	03/20	CHECK PAID	1017	20,000.00	1.00	20,000.000	0-UMB-099-00
03/21	03/21	CHECK PAID	1013	1,400.00	1.00	1,400.000	0-UMB-099-00
03/23	03/23	CHECK PAID	1016	25,000.00	1.00	25,000.000	0-UMB-099-00
03/27	03/27	CHECK PAID	1038	50,000.00	1.00	50,000.000	0-UMB-099-00
03/28	03/28	CHECK PAID	1018	25,000.00	1.00	25,000.000	0-UMB-099-00
03/30	03/30	CHECK PAID	1037	10,000.00	1.00	10,000.000	0-UMB-099-00
04/01	03/31	INCOME REINVEST		12,047.14	1.00	12,047.140	0-DIV-000-00
04/11	04/11	CHECK PAID	1039	25,000.00	1.00	25,000.000	0-UMB-099-00
04/17	04/17	CHECK PAID	1019	100,000.00	1.00	100,000.000	0-UMB-099-00
04/17	04/17	CHECK PAID	1020	25,000.00	1.00	25,000.000	0-UMB-099-00
04/18	04/18	CHECK PAID	1001	5,799.17	1.00	5,799.170	0-UMB-099-00
04/24	04/24	CHECK PAID	1040	25,000.00	1.00	25,000.000	0-UMB-099-00
05/01	04/30	INCOME REINVEST		10,919.68	1.00	10,919.680	0-DIV-000-00
05/22	05/22	CHECK PAID	1004	50,000.00	1.00	50,000.000	0-UMB-099-00
05/24	05/24	CHECK PAID	1003	25,000.00	1.00	25,000.000	0-UMB-099-00
05/24	05/24	CHECK PAID	1005	9,000.00	1.00	9,000.000	0-UMB-099-00
06/01	05/31	INCOME REINVEST		11,102.23	1.00	11,102.230	0-DIV-000-00
06/12	06/12	CHECK PAID	1007	100,000.00	1.00	100,000.000	0-UMB-099-00
06/13	06/13	REDEMPTION		50,000.00	1.00	50,000.000	0-RET-999-00
06/14	06/14	CHECK PAID	1008	11,536.51	1.00	11,536.510	0-UMB-099-00
06/14	06/14	CHECK PAID	1009	2,500.00	1.00	2,500.000	0-UMB-099-00
06/22	06/22	CHECK PAID	1010	25,000.00	1.00	25,000.000	0-UMB-099-00
06/28	06/28	CHECK PAID	1071	75,000.00	1.00	75,000.000	0-UMB-099-00
07/01	06/30	INCOME REINVEST		10,307.33	1.00	10,307.330	0-DIV-000-00
07/06	07/06	CHECK PAID	1075	75,000.00	1.00	75,000.000	0-UMB-099-00

(CONTINUED NEXT PAGE)

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-6666

CONFIDENTIAL TREATMENT REQUESTED
SIII 00011

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 909

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00531 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.053

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ACCOUNT HISTORY
2000 PAGE 2
FIDELITY CASH RESERVES

Fidelity Investments

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
612 N SEPULVEDA BLVD STE 10
LOS ANGELES CA 90049-2176

FUND NO.: 055
SOC CODE: 022
ESTAB DATE: 12/09/99

CUST ACCT NO.: [redacted]
FUND ACCT NO.: [redacted]
TAX ID:
ALPHA CODE: COLLINSREV

DISTRIBUTION OPTION
DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION		DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
07/14	07/14	CHECK PAID	1073	25,000.00	1.00	25,000.000	0-UMB-099-00
07/26	07/26	CHECK PAID	1076	5,000.00	1.00	5,000.000	0-UMB-099-00
07/31	07/31	CHECK PAID	1077	26,379.46	1.00	26,379.460	0-UMB-099-00
08/01	07/31	INCOME REINVEST		9,585.85	1.00	9,585.850	0-DIV-000-00
08/03	08/03	CHECK PAID	1079	13,013.09	1.00	13,013.090	0-UMB-099-00
08/07	08/07	CHECK PAID	1078	5,682.35	1.00	5,682.350	0-UMB-099-00
08/14	08/14	CHECK PAID	1080	45,000.00	1.00	45,000.000	0-UMB-099-00
08/25	08/25	CHECK PAID	1061	25,000.00	1.00	25,000.000	0-UMB-099-00
08/31	08/31	CHECK PAID	1063	4,500.00	1.00	4,500.000	0-UMB-099-00
08/31	08/31	CHECK PAID	1064	13,165.35	1.00	13,165.350	0-UMB-099-00
09/01	08/31	INCOME REINVEST		9,100.56	1.00	9,100.560	0-DIV-000-00
09/18	09/18	CHECK PAID	1066	31,680.19	1.00	31,680.190	0-UMB-099-00
09/18	09/18	CHECK PAID	1067	30,000.00	1.00	30,000.000	0-UMB-099-00
09/28	09/28	CHECK PAID	1068	30,000.00	1.00	30,000.000	0-UMB-099-00
09/29	09/28	CANCEL CHECK PAID		30,000.00	1.00	30,000.000	0-NFI-999-00
10/01	09/30	INCOME REINVEST		8,382.78	1.00	8,382.780	0-DIV-000-00
10/06	10/06	CHECK PAID	1068	30,000.00	1.00	30,000.000	0-UMB-099-00
10/06	10/06	CHECK PAID	1070	50,000.00	1.00	50,000.000	0-UMB-099-00
10/10	10/10	CHECK PAID	1069	15,000.00	1.00	15,000.000	0-UMB-099-00
10/24	10/24	CHECK PAID	1081	7,000.00	1.00	7,000.000	0-UMB-099-00
10/30	10/30	CHECK PAID	1083	30,000.00	1.00	30,000.000	0-UMB-099-00
11/01	10/31	INCOME REINVEST		8,121.95	1.00	8,121.950	0-DIV-000-00
11/06	11/06	CHECK PAID	1082	25,000.00	1.00	25,000.000	0-UMB-099-00
11/09	11/09	CHECK PAID	1084	15,000.00	1.00	15,000.000	0-UMB-099-00
11/13	11/13	CHECK PAID	1085	50,000.00	1.00	50,000.000	0-UMB-099-00
11/24	11/24	CHECK PAID	1087	4,438.25	1.00	4,438.250	0-UMB-099-00
11/27	11/27	CHECK PAID	1089	21,000.00	1.00	21,000.000	0-UMB-099-00
11/29	11/29	CHECK PAID	1021	36,000.00	1.00	36,000.000	0-UMB-099-00
11/29	11/29	CHECK PAID	1086	7,000.00	1.00	7,000.000	0-UMB-099-00
11/30	11/30	CHECK PAID	1090	4,606.03	1.00	4,606.030	0-UMB-099-00
12/01	11/30	INCOME REINVEST		7,263.17	1.00	7,263.170	0-DIV-000-00
12/01	12/01	CHECK PAID	1023	11,496.51	1.00	11,496.510	0-UMB-099-00
12/04	12/04	CHECK PAID	1022	15,000.00	1.00	15,000.000	0-UMB-099-00
12/12	12/12	CHECK PAID	1024	20,000.00	1.00	20,000.000	0-UMB-099-00
12/14	12/14	CHECK PAID	1025	6,265.51	1.00	6,265.510	0-UMB-099-00
12/22	12/22	CHECK PAID	1026	9,628.83	1.00	9,628.830	0-UMB-099-00
12/26	12/26	CHECK PAID	1027	25,000.00	1.00	25,000.000	0-UMB-099-00
01/01	12/31	INCOME REINVEST		6,796.49	1.00	6,796.490	0-DIV-000-00

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE
0	1,247,769.800	1,247,769.800	07/12/01

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-5666

CONFIDENTIAL TREATMENT
REQUESTED
SIII 00012

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00532 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.054

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ACCOUNT HISTORY

2001 PAGE 1

FIDELITY CASH RESERVES

Fidelity Investments

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
11718 BARRINGTON CT # 712
LOS ANGELES CA 90049-2930

FUND NO.: 055
SOC CODE: 022
ESTAB DATE: 12/09/99

CUST ACCT NO.: [redacted]
FUND ACCT NO.: [redacted]
TAX ID:
ALPHA CODE: COLLINSREV

DISTRIBUTION OPTION

DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION		DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
		BEGINNING BALANCE				1247,769.800	
01/02	01/02	CHECK PAID	1028	35,000.00	1.00	35,000.000	0-UMB-099-00
01/10	01/10	CHECK PAID	1029	50,000.00	1.00	50,000.000	0-UMB-099-00
01/16	01/16	CHECK PAID	1030	15,000.00	1.00	15,000.000	0-UMB-099-00
01/22	01/22	CHECK PAID	1041	7,500.00	1.00	7,500.000	0-UMB-099-00
01/26	01/26	CHECK PAID	1042	40,000.00	1.00	40,000.000	0-UMB-099-00
02/01	01/31	INCOME REINVEST		6,069.68	1.00	6,069.680	0-DIV-000-00
02/01	02/01	CHECK PAID	1044	15,500.00	1.00	15,500.000	0-UMB-099-00
02/05	02/05	CHECK PAID	1045	15,000.00	1.00	15,000.000	0-UMB-099-00
02/12	02/12	CHECK PAID	1048	30,000.00	1.00	30,000.000	0-UMB-099-00
02/12	02/12	CHECK PAID	1047	30,000.00	1.00	30,000.000	0-UMB-099-00
02/15	02/15	CHECK PAID	1046	4,467.26	1.00	4,467.260	0-UMB-099-00
02/22	02/22	CHECK PAID	1043	10,000.00	1.00	10,000.000	0-UMB-099-00
02/23	02/23	CHECK PAID	1131	15,000.00	1.00	15,000.000	0-UMB-099-00
02/27	02/27	CHECK PAID	1132	5,920.00	1.00	5,920.000	0-UMB-099-00
03/01	02/28	INCOME REINVEST		4,590.12	1.00	4,590.120	0-DIV-000-00
03/05	03/05	CHECK PAID	1133	5,000.00	1.00	5,000.000	0-UMB-099-00
03/05	03/05	CHECK PAID	1134	25,000.00	1.00	25,000.000	0-UMB-099-00
03/07	03/07	CHECK PAID	1136	75,000.00	1.00	75,000.000	0-UMB-099-00
03/12	03/12	CHECK PAID	1135	15,000.00	1.00	15,000.000	0-UMB-099-00
03/19	03/19	CHECK PAID	1138	3,440.00	1.00	3,440.000	0-UMB-099-00
03/19	03/19	CHECK PAID	1137	2,000.00	1.00	2,000.000	0-UMB-099-00
03/22	03/22	CHECK PAID	1140	20,000.00	1.00	20,000.000	0-UMB-099-00
04/01	03/31	INCOME REINVEST		3,990.06	1.00	3,990.060	0-DIV-000-00
04/02	04/02	CHECK PAID	1144	10,000.00	1.00	10,000.000	0-UMB-099-00
04/02	04/02	CHECK PAID	1141	1,000.00	1.00	1,000.000	0-UMB-099-00
04/04	04/04	CHECK PAID	1143	8,000.00	1.00	8,000.000	0-UMB-099-00
04/09	04/09	CHECK PAID	1142	15,000.00	1.00	15,000.000	0-UMB-099-00
04/16	04/16	CHECK PAID	1151	50,000.00	1.00	50,000.000	0-UMB-099-00
04/16	04/16	CHECK PAID	1145	10,000.00	1.00	10,000.000	0-UMB-099-00
04/23	04/23	CHECK PAID	1152	10,000.00	1.00	10,000.000	0-UMB-099-00
04/25	04/25	CHECK PAID	1146	2,000.00	1.00	2,000.000	0-UMB-099-00
04/27	04/27	CHECK PAID	1148	10,000.00	1.00	10,000.000	0-UMB-099-00
04/27	04/27	CHECK PAID	1147	50,000.00	1.00	50,000.000	0-UMB-099-00
05/01	04/30	INCOME REINVEST		3,187.14	1.00	3,187.140	0-DIV-000-00
05/07	05/07	CHECK PAID	1149	15,000.00	1.00	15,000.000	0-UMB-099-00
05/08	05/08	CHECK PAID	1139	6,000.00	1.00	6,000.000	0-UMB-099-00
05/25	05/25	CHECK PAID	1150	5,000.00	1.00	5,000.000	0-UMB-099-00
05/29	05/29	CHECK PAID	1161	30,000.00	1.00	30,000.000	0-UMB-099-00
05/30	05/30	CHECK PAID	1163	3,000.00	1.00	3,000.000	0-UMB-099-00
06/01	05/31	INCOME REINVEST		2,534.70	1.00	2,534.700	0-DIV-000-00
06/06	06/06	CHECK PAID	1164	15,000.00	1.00	15,000.000	0-UMB-099-00
06/06	06/06	CHECK PAID	1166	20,000.00	1.00	20,000.000	0-UMB-099-00
06/07	06/07	CHECK PAID	1165	25,000.00	1.00	25,000.000	0-UMB-099-00
06/13	06/13	CHECK PAID	1167	10,000.00	1.00	10,000.000	0-UMB-099-00

(CONTINUED NEXT PAGE)

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-6666

CONFIDENTIAL TREATMENT REQUESTED
SIII 00013

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 909

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00533 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.055

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ACCOUNT HISTORY
2001 PAGE 2
FIDELITY CASH RESERVES

Fidelity Investments

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
11718 BARRINGTON CT # 712
LOS ANGELES CA 90049-2930

FUND NO.: 055
SOC CODE: 022
ESTAB DATE: 12/09/99

CUST ACCT NO.: [redacted]
FUND ACCT NO.: [redacted]
TAX ID:
ALPHA CODE: COLLINSREV

DISTRIBUTION OPTION
DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION		DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
06/25	06/25	CHECK PAID	1168	3,200.00	1.00	3,200.000	0-UMB-099-00
06/29	06/29	REDEMPTION		520,167.00	1.00	520,167.000	0-DAL-997-00
07/01	06/30	INCOME REINVEST		1,875.11	1.00	1,875.110	0-DIV-000-00
07/02	07/02	CHECK PAID	1169	790.00	1.00	790.000	0-UMB-099-00
07/02	07/02	CHECK PAID	1170	5,000.00	1.00	5,000.000	0-UMB-099-00
07/02	07/02	CHECK PAID	1171	20,000.00	1.00	20,000.000	0-UMB-099-00
07/16	07/16	WIRE TRANSFER FROM BANK		520,167.00	1.00	520,167.000	0-NFI-999-00
07/25	07/25	CHECK PAID	1153	15,000.00	1.00	15,000.000	0-UMB-099-00
08/01	07/31	INCOME REINVEST		840.54	1.00	840.540	0-DIV-000-00
08/03	08/03	CHECK PAID	1155	10,000.00	1.00	10,000.000	0-UMB-099-00
08/06	08/06	CHECK PAID	1154	15,000.00	1.00	15,000.000	0-UMB-099-00
08/08	08/08	CHECK PAID	1156	15,000.00	1.00	15,000.000	0-UMB-099-00
08/28	08/28	CHECK PAID	1173	4,500.00	1.00	4,500.000	0-UMB-099-00
08/31	08/31	CHECK PAID	1181	20,000.00	1.00	20,000.000	0-UMB-099-00
09/01	08/31	INCOME REINVEST		1,410.76	1.00	1,410.760	0-DIV-000-00
09/04	09/04	CHECK PAID	1182	20,000.00	1.00	20,000.000	0-UMB-099-00
09/05	09/05	CHECK PAID	1184	3,000.00	1.00	3,000.000	0-UMB-099-00
09/07	09/07	CHECK PAID	1183	4,087.50	1.00	4,087.500	0-UMB-099-00
09/10	09/10	CHECK PAID	1185	15,000.00	1.00	15,000.000	0-UMB-099-00
09/19	09/19	CHECK PAID	1186	20,000.00	1.00	20,000.000	0-UMB-099-00
09/24	09/24	CHECK PAID	1174	4,030.00	1.00	4,030.000	0-UMB-099-00
09/28	09/28	CHECK PAID	1187	51,000.00	1.00	51,000.000	0-UMB-099-00
10/01	09/30	INCOME REINVEST		1,099.53	1.00	1,099.530	0-DIV-000-00
10/03	10/03	CHECK PAID	1188	17,500.00	1.00	17,500.000	0-UMB-099-00
10/26	10/26	REDEMPTION		273,000.00	1.00	273,000.000	0-DAL-997-00
11/01	10/31	INCOME REINVEST		715.21	1.00	715.210	0-DIV-000-00
11/01	11/01	CHECK PAID	1175	10,550.00	1.00	10,550.000	0-UMB-099-00
11/21	11/21	CHECK PAID	1177	4,817.49	1.00	4,817.490	0-UMB-099-00
12/01	11/30	INCOME REINVEST		65.24	1.00	65.240	0-DIV-000-00
01/01	12/31	INCOME REINVEST		50.01	1.00	50.010	0-DIV-000-00

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE
0	28,895.650	28,895.650	07/11/02

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-6666

CONFIDENTIAL TREATMENT
REQUESTED
SIII 00014

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00534 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.056

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Fidelity investments

ACCOUNT HISTORY
1999 PAGE 1
FIDELITY CASH RESERVES

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
100 S DOHENY DR APT 224
LOS ANGELES CA 90048-2926

FUND NO.: 055
SOC CODE: 022
ESTAB DATE: 12/09/99

CUST ACCT NO.: [redacted]
FUND ACCT NO.: [redacted]
TAX ID:
ALPHA CODE: COLLINSREV

DISTRIBUTION OPTION
DIVIDEND: REINVEST CAP GAIN: REINVEST

CONFIRM DATE	TRADE DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TRANSACTION ID (For Internal Use ONLY)
		BEGINNING BALANCE			0.000	
12/14	12/10	IMMEDIATE PURCHASE	70,000.00	1.00	70,000.000	0-DAL-997-00
12/16	12/10	CANCEL PURCHASE	70,000.00	1.00	70,000.000	0-DAL-997-00
12/16	12/10	IMMEDIATE PURCHASE	70,000.00	1.00	70,000.000	0-DAL-997-00
12/17	12/10	CANCEL PURCHASE	70,000.00	1.00	70,000.000	0-DAL-997-00
12/29	12/29	PURCHASE	406,099.87	1.00	406,099.870	0-LOS-693-00
12/30	12/30	WIRE TRANSFER FROM BANK	2563,489.87	1.00	2563,489.870	0-NFI-999-00
01/01	12/31	INCOME REINVEST	513.51	1.00	513.510	0-DIV-000-00

CERTIFICATE SHARES HELD BY YOU	SHARES ON DEPOSIT	TOTAL SHARES OWNED	STATEMENT DATE
0	2,970,103.250	2,970,103.250	08/10/00

Account questions? Customer Service is open 24 hours. Call toll-free (800) 544-6666

CONFIDENTIAL TREATMENT REQUESTED
SIII 00010

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 910

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00535 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.057

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(Page 1 of 2)

Fidelity Investments
Fidelity Brokerage Services Inc
Member NYSE, SIPC
Fidelity Distributors Corporation

NAME COLLINS TRUST

DAY PHONE ( ) _____

TIME STAMP
L.A. CENTURY CITY BRANCH 114
1999 DEC 29 PM 12:33

☐ NON-RETIREMENT
☐ TOA ☐ DIRECT CORPORATE ROLLOVER
☐ SEP-IRA ☐ KEOGH

TRADITIONAL IRA
☐ Current Year Contribution
☐ Prior Year Contribution
☐ Rollover (60 Day/120 Day) ☐ TOA

ROTH IRA
☐ Current Year Contribution
☐ Prior Year Contribution
☐ Rollover (60 Day/120 Day) ☐ TOA
☐ Conversion Check

INTERNAL USE ONLY
☐ NEW ☐ I/C INITIALS

60228-001

[redacted]

CHOOSE ONE:
☐ MUTUAL FUND

FUND NAME _____

FUND NUMBER 055 FUND ACCOUNT NUMBER [redacted]

☐ BROKERAGE
BROKERAGE ACCOUNT NUMBER _____

- NO CASH ACCEPTED.
- $50 PER CHECK MINIMUM.
- ALL DEPOSITS MAY BE SUBJECT TO SEVEN BUSINESS DAY CLEARING PERIOD.
- PLEASE WRITE YOUR ACCOUNT NUMBER ON ALL CHECKS.

To Fidelity Brokerage Customers: As specified in the Fidelity Brokerage Customer Agreement, all deposits are credited to your Core Money Market Fund or to your cash balances while awaiting reinvestment. All transactions involving these funds must be placed with a Fidelity registered representative or through a Fidelity automated trading service.

CHECK NO	AMOUNT
	406,079.87
TOTAL INVESTMENT	406,079.87

$ LSAEGZ Per Ruth 12/29/99
NO Holds/stop

FIMS_RETAIL:60387860

INVESTMENT RECEIPT

(Page 2 of 2)

PACIFIC CENTURY BANK, N.A.
FOR LOCATIONS CALL 800-739-5474

W A R N I N G
DO NOT CASH UNLESS YOU CAN VERIFY THE WATERMARK ON THE BACK. HOLD AT A 45° ANGLE TOWARD OR AWAY FROM LIGHT, OR MARK WITH THE EDGE OF A COIN OR DARK HIGHLIGHTER.

No. 1101048

[redacted]

Date December 27, 1999 90-2881/1222

BP:205 TLR:205002

PAY TO THE ORDER OF ****COLLINS TRUST**** $ 406,079.87

Four Hundred Six Thousand Ninety Nine and 87/100 DOLLARS

REMITTER JOSEPH E. [illegible]

L.A. CENTURY CITY BRANCH 114
1999 DEC 29 PM 12:35

CASHIER'S CHECK

AUTHORIZED SIGNATURE

[redacted]

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 912

CONFIDENTIAL TREATMENT REQUESTED
SHI 00541

ph44585 on D330-44585-7600 with DISTILLER

568402.058

Republic Bank California N.A.
Know Your Customer Form
Personal Accounts

The Collins Revocable Trust
Account Title

603 005 1848 · 203 000 5263
Account Number

Know Your Customer History/Reference Information			
Account Officer:	LORI GRAF	Referred By:	Debra A. Baum RNB CUSTOMER
Customer Since:	NEW	Relationship:	friend
Account Purpose:	PERSONAL EXPENSES	Years Known:	
Account Type:	checking acct. savings acct	Source of Funds:	TRUST FUND

Related RNB Accounts

Expected Monthly Account Activity						
Average Balance	Number of Cash Deposits	Average Amount	Number of Cash Withdrawals	Average Amount	Number of Wires	Average Amount
$100,000.00	-0-	-0-	3-4	$2,500.00	2	$4,000.00

Explain the source and purpose of any cash or wire activity.

cash withdrawals would be for petty cash / TRAVEL EXPENSES
wire activity - unexpected emergency

To the best of my knowledge, I the undersigned, have performed the "due diligence" requirements under the Bank Secrecy Act and the Money Laundering Act, thus approve the opening of the account.

Lori Graf
Officer's Signature

Approval Signature

4/14/00
Date

5/22/00
Date

Checked, not on OFAC/Flash Alert List

Initials

NO NEXT DAY AVAILABILITY

kyc_personal (Rev. 9/97

See New Document Sheet for Details

Strictly Confidential

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 919

HSBC-PSI 037110

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00537 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.059

HSBC

REGULAR CHECKING
Statement of Account
Account Number 178-02673-5

37

Open - November 30, 2000
Page 1 of 2

THE COLLINS REVOCABLE TRUST 32-178
12055 SUMMIT CIRCLE DRIVE
BEVERLY HILLS CA 90210-1375

Questions?
Call 800-975-4722 or write:
HSBC
Domestic Private Banking
445 North Bedford Drive
Beverly Hills CA. 90210

WISHING YOU JOYOUS DAYS AND STAR-BRIGHT NIGHTS!
HAPPY HOLIDAYS FROM ALL OF US AT HSBC.
1-800-975-HSBC/us.hsbc.com

STATEMENT SUMMARY

SUMMARY OF ACTIVITY FOR THE PERIOD ENDING 11/30/00 DATE OF LAST STATEMENT WAS NONE

THERE WERE CHECKS AND OTHER SUBTRACTIONS	-67,688.76
THERE WERE DEPOSITS AND OTHER ADDITIONS	119,140.10
YOUR BALANCE ON 11/30/00	51,451.34

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
11/13/00	BALANCE TRANSFERRED FROM REPUBLIC		22,567.12	
11/13/00	RETURNED CHECK #1325		4,100.00	
11/13/00	CHECK #1358	5,000.00		
11/13/00	CHECK #1346	1,896.14		
11/13/00	CHECK #0819	1,319.10		
11/13/00	CHECK #1336	1,275.05		
11/13/00	CHECK #1330	276.00		
11/13/00	CHECK #0777	47.95		
11/13/00	CHECK #0818	35.00		
11/13/00	CHECK #1343	31.66		16,786.22
11/14/00	CHECK #1317	1,210.13		
11/14/00	CHECK #1362	85.00		15,491.09
11/16/00	CHECK #0810	1,300.00		
11/16/00	CHECK #1327	243.75		
11/16/00	CHECK #1366	105.00		13,842.34
11/17/00	CHECK #1363	900.00		
11/17/00	CHECK #1375	700.00		
11/17/00	CHECK #1376	500.00		
11/17/00	CHECK #1368	1,500.00		
11/17/00	CHECK #1331	10.00		10,232.34
11/20/00	CHECK #1367	3,604.72		
11/20/00	CHECK #1379	1,000.00		
11/20/00	CHECK #0803	300.00		
11/20/00	CHECK #1365	230.00		5,097.62
11/21/00	CHECK #1369	75.00		5,022.62
11/22/00	CHECK #1374	900.00		
11/22/00	CHECK #1373	200.00		
11/22/00	CHECK #1378	100.00		3,822.62
11/24/00	DEPOSIT		24,472.98	
11/24/00	TELEPHONE TRANSFER FROM [redacted]		21,000.00	
11/24/00	CHECK #1388	3,100.00		
11/24/00	CHECK #1387	21,000.00		
11/24/00	CHECK #1381	1,000.00		24,195.60
11/27/00	DEPOSIT		11,000.00	
11/27/00	CHECK #1386	5,731.03		
11/27/00	CHECK #1382	5,600.00		

Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 919

HSBC-PSI 032713

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00538 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.060

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THE COLLINS REVOCABLE TRUST

REGULAR CHECKING
Statement of Account
Account Number 178-02673-5

Open - November 30, 2000
Page 2 of 2

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
11/27/00	CHECK #1384	2,233.07		
11/27/00	CHECK #1385	1,473.55		20,157.95
11/28/00	DEPOSIT		36,000.00	56,157.95
11/29/00	PAYMENT TO JUST IN TIME EF[redacted]	1,144.64		
11/29/00	CHECK #1000	389.97		54,623.34
11/30/00	CHECK #1024	2,150.00		
11/30/00	CHECK #1383	522.00		
11/30/00	CHECK #1001	500.00		51,451.34

ITEMS PAID ON THIS STATEMENT:

NUMBERED CHECKS:

#0777 .....47.95	#0803 .....300.00 *	#0810 .....1,300.00 *	#0818 .....35.00 *
#0819 .....1,319.10	#1000 .....389.97 *	#1001 .....500.00	#1024 .....2,150.00 *
#1317 .....1,210.13 *	#1327 .....243.75 *	#1330 .....276.00 *	#1331 .....10.00
#1336 .....1,275.05 *	#1343 .....31.66 *	#1346 .....1,896.14 *	#1358 .....5,000.00 *
#1362 .....85.00 *	#1363 .....900.00	#1365 .....230.00 *	#1366 .....105.00
#1367 .....3,604.72	#1368 .....1,500.00	#1369 .....75.00	#1373 .....200.00 *
#1374 .....900.00	#1375 .....700.00	#1376 .....500.00	#1378 .....100.00 *
#1379 .....1,000.00	#1381 .....1,000.00 *	#1382 .....5,600.00	#1383 .....522.00
#1384 .....2,233.07	#1385 .....1,473.55	#1386 .....5,731.03	#1387 .....21,000.00
#1388 .....3,100.00			

* GAP IN PAID CHECK SEQUENCE

OTHER ITEMS:

1,144.64

HSBC Bank USA

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HSBC-PSI 032714

ph44585 on D330-44585-7600 with DISTILLER

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568402.061

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REGULAR SAVINGS
Statement of Account
Account Number 178-45266-1

Open - November 30, 2000
Page 1 of 1

THE COLLINS REVOCABLE TRUST 32-178
12055 SUMMIT CIRCLE DRIVE
BEVERLY HILLS CA 90210-1375

Questions?
Call 800-975-4722 or write:
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Domestic Private Banking
445 North Bedford Drive
Beverly Hills CA

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HAPPY HOLIDAYS FROM ALL OF US AT HSBC.
1-800-975-HSBC/us.hsbc.com

STATEMENT SUMMARY

SUMMARY OF ACTIVITY FOR THE PERIOD ENDING 11/30/00

DATE OF LAST STATEMENT WAS NONE

THERE WERE WITHDRAWALS AND SUBTRACTIONS	-21,000.00
THERE WERE DEPOSITS AND OTHER ADDITIONS	25,441.50
INTEREST POSTED THIS PERIOD	.00
YOUR BALANCE ON 11/30/00	4,441.50
INTEREST PAID THIS YEAR	441.50

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	WITHDRAWALS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
11/13/00	BALANCE TRANSFERRED FROM REPUBLIC		25,441.50	25,441.50
11/24/00	TELEPHONE TRANSFER TO [redacted]	21,000.00		4,441.50
11/30/00	$25.55 INTEREST EARNED FROM 11/13/00 THROUGH 11/30/00 INCLUSIVE INTEREST IS NOT AVAILABLE UNTIL CREDITED TO ACCOUNT AVERAGE DAILY AVAILABLE BALANCE $17,274.83 ANNUAL PERCENTAGE YIELD EARNED 03.03 %			4,441.50

Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 919

HSBC-PSI 032741

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00540 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.062

HSBC

REGULAR CHECKING
Statement of Account
Account Number 178-70827-5

30

March 31, 2001 - April 30, 2001
Page 1 of 2

THE COLLINS REVOCABLE TRUST 32-178
C-O MARIE AMBROSINO MGMT
612 N SEPULVEDA BLVD STE 10
LOS ANGELES CA 90049-2176

Questions?
Call 800-975-4722 or write:
HSBC
Domestic Private Banking
445 North Bedford Drive
Beverly Hills CA. 90210

SUMMARY OF ACTIVITY FOR THE PERIOD 03/31/01 TO 04/30/01 DATE OF LAST STATEMENT WAS 03/30/01

YOUR BALANCE ON 03/30/01 WAS	8,859.19
THERE WERE CHECKS AND OTHER SUBTRACTIONS	-25,512.99
THERE WERE DEPOSITS AND OTHER ADDITIONS	31,343.98
YOUR BALANCE ON 04/30/01	14,690.18

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
04/02/01	CHECK #1234	1,000.00		
04/02/01	CHECK #1230	200.00		
04/02/01	CHECK #1215	12.60		7,646.59
04/04/01	CHECK #1218	153.60		
04/04/01	CHECK #1233	24.48		7,468.51
04/05/01	CHECK #1237	240.00		7,228.51
04/06/01	CHECK #1241	2,000.00		5,228.51
04/09/01	CHECK #1239	1,000.00		4,228.51
04/10/01	CHECK #1236	2,500.00		
04/10/01	CHECK #1240	100.00		1,628.51
04/11/01	MISCELLANEOUS CHARGE	5,000.00		-3,371.49
04/12/01	DEPOSIT		10,000.00	
04/12/01	CHECK #1245	639.60		
04/12/01	CHECK #1246	600.00		
04/12/01	CHECK #1242	200.00		5,188.91
04/13/01	CHECK #1249	100.00		
04/13/01	CHECK #1248	13.80		
04/13/01	CHECK #1247	9.20		5,065.91
04/18/01	CHECK #1238	425.00		4,640.91
04/19/01	DEPOSIT		10,000.00	14,640.91
04/23/01	CHECK #1001	860.00		
04/23/01	CHECK #1243	200.00		
04/23/01	CHECK #1005	15.00		13,565.91
04/25/01	DEPOSIT		10,000.00	
04/25/01	TELEPHONE TRANSFER TO 178026735	8,000.00		
04/25/01	CHECK #1006	200.00		15,365.91
04/26/01	CHECK #1011	300.00		
04/26/01	CHECK #1002	200.00		14,865.91
04/27/01	DEPOSIT		1,343.98	
04/27/01	CHECK #1010	573.21		
04/27/01	CHECK #1013	293.00		15,343.68
04/30/01	CHECK #1018	300.00		
04/30/01	CHECK #1017	163.50		
04/30/01	CHECK #1007	95.00		
04/30/01	CHECK #1008	95.00		14,690.18

Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 920

HSBC-PSI 021100

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00541 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.063

HSBC

THE COLLINS REVOCABLE TRUST

REGULAR CHECKING
Statement of Account
Account Number 178-70827-5

March 31, 2001 - April 30, 2001
Page 2 of 2

ITEMS PAID ON THIS STATEMENT:

NUMBERED CHECKS:

#1001 .....860.00	#1002 .....200.00	#1005 .....15.00 *	#1006 .....200.00
#1007 .....95.00	#1008 .....95.00	#1010 .....573.21 *	#1011 .....300.00
#1013 .....293.00 *	#1017 .....163.50 *	#1018 .....300.00	#1215 .....12.60 *
#1218 .....153.60 *	#1230 .....200.00 *	#1233 .....24.48 *	#1234 .....1,000.00
#1236 .....2,500.00 *	#1237 .....240.00	#1238 .....425.00	#1239 .....1,000.00
#1240 .....100.00	#1241 .....2,000.00	#1242 .....200.00	#1243 .....200.00
#1245 .....639.60 *	#1246 .....600.00	#1247 .....9.20	#1248 .....13.80
#1249 .....100.00			

* GAP IN PAID CHECK SEQUENCE

OTHER ITEMS:

5,000.00 8,000.00

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HSBC-PSI 021101

ph44585 on D330-44585-7600 with DISTILLER

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568402.064

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REGULAR CHECKING
Statement of Account
Account Number 178-02673-5

March 31, 2001 - April 30, 2001
Page 1 of 1

THE COLLINS REVOCABLE TRUST 32-178
C/O MARIE AMBROSINO MGMT
612 N SEPULVEDA BLVD STE 10
LOS ANGELES CA 90049-2176

Questions?
Call 800-975-4722 or write:
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445 North Bedford Drive
Beverly Hills CA. 90210

SUMMARY OF ACTIVITY FOR THE PERIOD 03/31/01 TO 04/30/01 DATE OF LAST STATEMENT WAS 03/30/01

YOUR BALANCE ON 03/30/01 WAS	674.43
THERE WERE CHECKS AND OTHER SUBTRACTIONS	-8,674.43
THERE WERE DEPOSITS AND OTHER ADDITIONS	8,000.00
YOUR BALANCE ON 04/30/01	.00

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
04/16/01	CHECK #1093	1,953.78		
04/16/01	CHECK #1095	1,668.19		-2,947.54
04/17/01	CHECK #1092	2,913.48		
04/17/01	CHECK #1041	795.00		-6,656.02
04/25/01	TELEPHONE TRANSFER FROM [redacted]		8,000.00	1,343.98
04/27/01	MISCELLANEOUS CHARGE	1,343.98		0.00

ITEMS PAID ON THIS STATEMENT:

NUMBERED CHECKS:

#1041 .....795.00 #1092 .....2,913.48 * #1093 .....1,953.78 #1095 .....1,668.19 *

* GAP IN PAID CHECK SEQUENCE

OTHER ITEMS:

1,343.98

Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 920

HSBC-PSI 032727

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00543 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.065

[redacted] = Redacted by the Permanent Subcommittee on Investigations

HSBC

REGULAR SAVINGS
Statement of Account
Account Number 178-45266-1

June 30, 2001 - July 31, 2001
Page 1 of 1

THE COLLINS REVOCABLE TRUST 32-178
C/O MARIE AMBROSINO MGMT
612 N SEPULVEDA BLVD STE 10
LOS ANGELES CA 90049-2176

Questions?
Call 800-975-4722 or write:
HSBC
Domestic Private Banking
445 North Bedford Drive
Beverly Hills CA

SUMMARY OF ACTIVITY FOR THE PERIOD 06/30/01 TO 07/31/01

YOUR BALANCE ON 06/29/01 WAS	4,522.65
THERE WERE WITHDRAWALS AND SUBTRACTIONS	-4,522.65
THERE WERE DEPOSITS AND OTHER ADDITIONS	.00
INTEREST POSTED THIS PERIOD	.00
YOUR BALANCE ON 07/31/01	.00

DATE OF LAST STATEMENT WAS 06/29/01

INTEREST PAID THIS YEAR	44.28

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	WITHDRAWALS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
07/05/01	TEL TRSF TO [redacted]	4,522.65		0.00
07/31/01	$.61 INTEREST EARNED FROM 07/01/01 THROUGH 07/31/01 INCLUSIVE INTEREST IS NOT AVAILABLE UNTIL CREDITED TO ACCOUNT AVERAGE DAILY AVAILABLE BALANCE $583.57 ANNUAL PERCENTAGE YIELD EARNED 01.24 %			0.00

Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 920

HSBC-PSI 032749

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00544 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.066

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HSBC

REGULAR CHECKING
Statement of Account
Account Number 178-70827-5

30

March 31, 2001 - April 30, 2001
Page 1 of 2

THE COLLINS REVOCABLE TRUST 32-178
C-O MARIE AMBROSINO MGMT
612 N SEPULVEDA BLVD STE 10
LOS ANGELES CA 90049-2176

Questions?
Call 800-975-4722 or write:
HSBC
Domestic Private Banking
445 North Bedford Drive
Beverly Hills CA. 90210

SUMMARY OF ACTIVITY FOR THE PERIOD 03/31/01 TO 04/30/01 DATE OF LAST STATEMENT WAS 03/30/01

YOUR BALANCE ON 03/30/01 WAS	8,859.19
THERE WERE CHECKS AND OTHER SUBTRACTIONS	-25,512.99
THERE WERE DEPOSITS AND OTHER ADDITIONS	31,343.98
YOUR BALANCE ON 04/30/01	14,690.18

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
04/02/01	CHECK #1234	1,000.00		
04/02/01	CHECK #1230	200.00		
04/02/01	CHECK #1215	12.60		7,646.59
04/04/01	CHECK #1218	153.60		
04/04/01	CHECK #1233	24.48		7,468.51
04/05/01	CHECK #1237	240.00		7,228.51
04/06/01	CHECK #1241	2,000.00		5,228.51
04/09/01	CHECK #1239	1,000.00		4,228.51
04/10/01	CHECK #1236	2,500.00		
04/10/01	CHECK #1240	100.00		1,628.51
04/11/01	MISCELLANEOUS CHARGE	5,000.00		-3,371.49
04/12/01	DEPOSIT		10,000.00	
04/12/01	CHECK #1245	639.60		
04/12/01	CHECK #1246	600.00		
04/12/01	CHECK #1242	200.00		5,188.91
04/13/01	CHECK #1249	100.00		
04/13/01	CHECK #1248	13.80		
04/13/01	CHECK #1247	9.20		5,065.91
04/18/01	CHECK #1238	425.00		4,640.91
04/19/01	DEPOSIT		10,000.00	14,640.91
04/23/01	CHECK #1001	860.00		
04/23/01	CHECK #1243	200.00		
04/23/01	CHECK #1005	15.00		13,565.91
04/25/01	DEPOSIT		10,000.00	
04/25/01	TELEPHONE TRANSFER TO [redacted]	8,000.00		
04/25/01	CHECK #1006	200.00		15,365.91
04/26/01	CHECK #1011	300.00		
04/26/01	CHECK #1002	200.00		14,865.91
04/27/01	DEPOSIT		1,343.98	
04/27/01	CHECK #1010	573.21		
04/27/01	CHECK #1013	293.00		15,343.68
04/30/01	CHECK #1018	300.00		
04/30/01	CHECK #1017	163.50		
04/30/01	CHECK #1007	95.00		
04/30/01	CHECK #1008	95.00		14,690.18

Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 920

HSBC-PSI 021100

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00545 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.067

HSBC

THE COLLINS REVOCABLE TRUST

REGULAR CHECKING
Statement of Account
Account Number 178-70827-5

March 31, 2001 - April 30, 2001
Page 2 of 2

ITEMS PAID ON THIS STATEMENT:

NUMBERED CHECKS:

#1001 .....860.00	#1002 .....200.00	#1005 .....15.00 *	#1006 .....200.00
#1007 .....95.00	#1008 .....95.00	#1010 .....573.21 *	#1011 .....300.00
#1013 .....293.00 *	#1017 .....163.50 *	#1018 .....300.00	#1215 .....12.60 *
#1218 .....153.60 *	#1230 .....200.00 *	#1233 .....24.48 *	#1234 .....1,000.00
#1236 .....2,500.00 *	#1237 .....240.00	#1238 .....425.00	#1239 .....1,000.00
#1240 .....100.00	#1241 .....2,000.00	#1242 .....200.00	#1243 .....200.00
#1245 .....639.60 *	#1246 .....600.00	#1247 .....9.20	#1248 .....13.80
#1249 .....100.00			

* GAP IN PAID CHECK SEQUENCE

OTHER ITEMS:

5,000.00 8,000.00

HSBC Bank USA

11-651-300-1 Rev. 11/04

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HSBC-PSI 021101

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00546 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.068

FIMS_RETAIL:12000884

To be QC'd

RUTH BURNS
A259756

INGE COLLINS - BONGO
14132 Beresford Road Beverly Hills, CA 90210 Tel.(310) 273-4727 Fax. (310) 273-4780

FSC PREP
2001 OCT -4 PM 1:11

T [redacted]
T 158452U9

September 18, 2001

Fidelity Investments
P.O. Box 770001
Cincinnati, OH 45277-0003

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Re: Account No. 005/[redacted]
Account No. 005/0662172337

To Whom It May Concern:

Please be advised that effective immediately I no longer retain the firm of Marie Ambrosino Management to handle my business affairs.

Please send all statements, and correspondence to my home at the above address.

Thanking you in advance for your cooperation in this matter.

Very truly yours,

Inge Collins - Bongo

230
x 4
920

VERIFIED

CONFIDENTIAL TREATMENT
REQUESTED
SIII 00273

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 920

Kathy Attaii/HBUS/HSBC
02/07/2003 01.01 PM

To Susan Hoggarth/HBUS/HSBC@HSBCAMERICAS
cc
bcc
Subject Re: The Collins Revocable Trust - 178708275

Inga Collins has been a client of Republic/HSBC for a few years now. She was originally with Lori Graf, when she was represented by a business manager that was a client of Lori's. She subsequently changed business managers to Marie Ambrosino, whom I have had a relationship with for a number of years. As a result, she became my client. She has since left Marie & to the best of my knowledge, is not represented by a business manager. She is married to an African Diplomat. She says that is why she has unusual cash activities/transactions. However, I don't personally know her that well. Whatever procedure we need to follow to feel comfortable with this, or not-should that be our decision-, is fine with me. Please advise.
Susan Hoggarth on 07 Feb 2003 08:28

Susan Hoggarth on 07 Feb 2003 08:28

Note
07 Feb 2003 08:28

From:	Susan Hoggarth	Tel:	310-281-4217
Title:	First Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	14196

To: Kathy Attaii
Subject: Re: The Collins Revocable Trust - 178708275

Kathy

What is known about this client, the trustee and the $70,000 cash deposit. It is critical that this gets answered ASAP. Call me.
---------- Forwarded by Susan Hoggarth/HBUS/HSBC on 02/07/2003 08:21 AM ----------
Vanessa Bryant on 07 Feb 2003 08:12

Note
07 Feb 2003 08:12

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	13727

To: Susan Hoggarth
cc: Kathy Attaii
Subject: Re: The Collins Revocable Trust - 178708275

Can you please help me get a response from Kathy. Thank you.
---------- Forwarded by Vanessa Bryant/HBUS/HSBC on 02/07/2003 08:08 AM ----------
Vanessa Bryant on 06 Feb 2003 09:16

Note
06 Feb 2003 09:16

From:	Vanessa Bryant	Tel:	310-281-4245

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HSBC-PSI 037105

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 920

ph44585 on D330-44585-7600 with DISTILLER
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568402.070

Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	11231

To: Kathy Attaii
Subject: Re: The Collins Revocable Trust - 178708275

see attached.

---------- Forwarded by Vanessa Bryant/HBUS/HSBC on 02/06/2003 09:13 AM ----------

Vanessa Bryant on 04 Feb 2003 09:45

Note
04 Feb 2003 09:45

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	10017

To: Kathy Attaii
Subject: Re: The Collins Revocable Trust - 178708275

Kathy -was this one of your clients? (see below) If so, please explain the source of cash and reason for the cash deposit. Also, please complete the $50,000 or more cash transaction report. The transaction occurred on November 25, 2002. Thank you.

---------- Forwarded by Vanessa Bryant/HBUS/HSBC on 02/04/2003 09:39 AM ----------

Linda Shilton on 04 Feb 2003 09:38

Note
04 Feb 2003 09:38

From:	Linda Shilton	Tel:	310 285-6120
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	DPB Client Services	Mail Size:	8623

To: David Seinfeld
cc: Vanessa Bryant, et al
Subject: Re: The Collins Revocable Trust - 178708275

She used to be a client of Kathy Attai and also Lori Graf - she is a S. African princess - she travels extensively - she has not been a client of Lori's for several years.

David Seinfeld on 04 Feb 2003 09:12

David Seinfeld on 04 Feb 2003 09:12

Note
04 Feb 2003 09:12

From:	David Seinfeld	Tel:	310-281-4251
Title:	Senior Vice President	Location:	Beverly Hills, CA
WorkGroup:	Dom Private Banking	Mail Size:	7936

To: Les Chang, et al
cc: Vanessa Bryant
Subject: Re: The Collins Revocable Trust - 178708275

Is this your client? Please respond to Vanessa

---------- Forwarded by David Seinfeld/HBUS/HSBC on 02/04/2003 09:09 AM ----------

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ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00549 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.071

Vanessa Bryant on 04 Feb 2003 08:48

Note
04 Feb 2003 08:48

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	6566

To: David Seinfeld
Subject: Re: The Collins Revocable Trust - 178708275

David -do you have any information on this customer? (see below). The account is on my log of accounts to review for November and I need help in explaining the source of funds. Thank you.

V.

---------- Forwarded by Vanessa Bryant/HBUS/HSBC on 02/04/2003 08:39 AM ----------

Vanessa Bryant on 31 Jan 2003 09:21

Note
31 Jan 2003 09:21

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	3727

To: Noemi Gonzalez
Subject: Re: The Collins Revocable Trust - 178708275

Noemi

I'm not getting anywhere on this. She deposited 70,000 in cash on 11/25 and I have to explain the source of funds. The CTR indicates homemaker in the occupation field, the KYC indicates trust fund as the source of funds and according to Linda & Vicki she is a princess from a foreign country. I need your help. She is Inge Collins Bongo.

Noemi Gonzalez on 17 Dec 2002 16:33

Noemi Gonzalez on 17 Dec 2002 16:33

Note
17 Dec 2002 16:33

From:	Noemi Gonzalez	Tel:	310-281-4258
Title:	Vice President	Location:	Beverly Hills, CA
WorkGroup:	Beverly Hills	Mail Size:	1000

To: Vanessa Bryant
Subject: Re: The Collins Revocable Trust - 178708275

I know nothing about the client. What should I do?

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568402.072

Vanessa Bryant/HBUS/HSBC
02/07/2003 11:22 AM

To Susan Hoggarth/HBUS/HSBC@HSBCAMERICAS
cc
bcc
Subject Re: P&C - GHQ CMP Search 17 - List 1

No match found in these names. There is the Collins revocable trust and the trustees name is Inge Collins Bongo
Susan Hoggarth on 07 Feb 2003 07:48

Susan Hoggarth on 07 Feb 2003 07:48

Note
07 Feb 2003 07:48

From:	Susan Hoggarth	Tel:	310-281-4217
Title:	First Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	10532

To: Vanessa Bryant
Subject: P&C - GHQ CMP Search 17 - List 1

could you check both EPIC and CIF
---------- Forwarded by Susan Hoggarth/HBUS/HSBC on 02/07/2003 07:45 AM ----------
Valerie Hobden @ HSBC on 07 Feb 2003 12:15

Memo
07 Feb 2003 12:15

From:	Valerie Hobden @ HSBC	Tel:	
Title:		Location:	
WorkGroup:		Mail Size:	3679

To: Susan Hoggarth, et al
cc: Mildred L Johnson, et al
Subject: P&C - GHQ CMP Search 17 List 1

STRICTLY PRIVATE AND CONFIDENTIAL

Not all GHQ CMP Searches are circulated to all areas within the Group.

I would be grateful if you could arrange for searches to be made in your region in order to determine whether any member of the Group maintains any account or other relationship with:

1. El Hadj Omar Bongo (aka Albert Bernard Bongo): Elected President of Gabon since 1967.

2. Any other members of the Bongo family.

It is essential that the search encompasses all Group entities within your area, and that we are able to

ph44585 on D330-44585-7600 with DISTILLER
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568402.073

confirm that returns are comprehensive. We would, therefore, request that you certify, when submitting your consolidated responses, that all Group entities in your area have been covered in your return.

Please respond to Valerie Hobden by 19 February 2003.

Nil returns are required.

Kind regards

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ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00552 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.074

REPUBLIC BANK CALIFORNIA N.A.
TRUSTEE DECLARATION
(Deposit Account)

Name of Trust (e.g., John and Mary Smith Family Trust Declaration of Trust dated 1/1/90):

THE COLLINS REVOCABLE TRUST

(hereinafter the "Trust" or "Trust Agreement"). The undersigned trustee (hereinafter "Trustee") of the above-referenced Trust, and the undersigned as an individual, hereby certifies as follows:

1. Settlor(s). The name(s) of the settlor(s) of the Trust is/are:

_____

2. Trustee(s). The name(s) of the currently acting Trustee(s) is/are:

Inge Collins Bongo

3. Number of Trustees.

A. ✓ I am the current and sole Trustee of the Trust, and the Trust is in full force and has not been revoked, modified or amended in any manner which would cause the representations herein to be incorrect.

B. _____ We are the current and all of the Co-Trustees of the Trust, and the Trust is in full force and has not been revoked, modified or amended in any manner which would cause the representations herein to be incorrect.

The Trust Agreement provides that _____ of _____ Co-Trustees is/are the minimum number of Trustees required to sign to bind the Trust, to open bank accounts, deposit funds, sign checks drawn upon such account(s) and withdraw funds from such bank accounts established for the trust.

4. Revocability.

A. ✓ Revocable. The Trust is a revocable trust. The power to revoke is held by the Trustor(s) named below. No trustor has died.

Trustor 1. Inge Collins Bongo and 2. _____

B. _____ Irrevocable. The Trust is an irrevocable trust.

HSBC-PSI 037125

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 921

ph44585 on D330-44585-7600 with DISTILLER
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568402.075

The Secretary of State
of the United States of America
hereby requests all whom it may concern to permit the citizen/
national of the United States named herein to pass
without delay or hindrance and in case of need to
give all lawful aid and protection.

Le Secrétaire d'Etat
des Etats-Unis d'Amérique
prie par les présentes toutes autorités compétentes de laisser passer
le citoyen ou ressortissant des Etats-Unis titulaire du présent passeport,
sans délai ni difficulté et, en cas de besoin, de lui accorder
toute aide et protection légitimes.

SIGNATURE OF BEARER/SIGNATURE DU TITULAIRE

NOT VALID UNTIL SIGNED

PASSPORT
PASSEPORT

UNITED STATES OF AMERICA

Type/Catégorie: P
Code of issuing State / code du pays émetteur: USA
PASSPORT NO./NO. DU PASSEPORT: [redacted]

Surname / Nom: COLLINS
Given Names / Prénoms: INGE LYNN
Nationality / Nationalité: UNITED STATES OF AMERICA
Date of birth / Date de naissance: [redacted]
Place of birth / Lieu de naissance: CALIFORNIA, U.S.A.
Date of issue / Date de délivrance: [redacted]
Date of expiration / Date d'expiration: [redacted]
Authority / Autorité: PASSPORT AGENCY LOS ANGELES
Amendments/Modifications: SEE PAGE 24

P<USACOLLINS<<INGE<LYNN<<<<<<<<<<<<<<<<<<<<<
[redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

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HSBC-PSI 037111

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 923

ph44585 on D330-44585-7600 with DISTILLER
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568402.076

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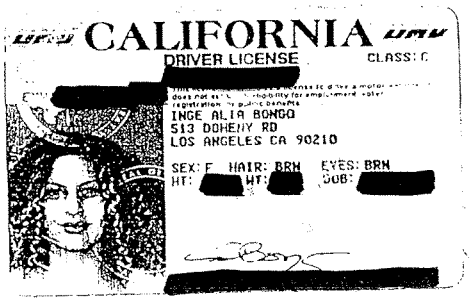

Ali Bongo circle
12055 Summit Drive
B Hills
4-4-2000
BOFA LA
WOF

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ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00555 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.077

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Republic Bank California N.A.
A Subsidiary of Republic New York Corporation

DATE 04-14-00
ACCOUNT NUMBER 203-000-5263
NAME The Collins Revocable Trust
ADDRESS
SIGNATURE

SD-1 (4/97) COAST SPECIALTY PRINTING

SAVINGS DEPOSIT

	Dollars	Cents
CASH		
CHECKS		
80/1012	25,000	00
TOTAL		
LESS CASH RECEIVED		
NET DEPOSIT	25,000	00

20 30005 26 3

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
100 S DOHENY DR APT 224
LOS ANGELES, CA 90048-2926

FIDELITY CASH RESERVES
DATE 14 April 00
86-568/1012

1020

PAY TO THE ORDER OF The Collins Trust $ 25,000
Twenty five thousand
Minimum 1500 DOLLARS

Fidelity Investments
UNITED MISSOURI BANK
WARSAW, MO.

FOR Savings

[redacted]

HSBC-PSI 037122

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 926

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DEPOSIT TICKET

NAME The Collins Revocable Trust

ACCOUNT NO 603-005-1848

DATE April 14 00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED IF REQUIRED

REPUBLIC BANK CALIFORNIA
445 NORTH BEDFORD DR., BEVERLY HILLS, CA 90210-4372

CASH ▸ 80-1012 $100,000.00

SUB TOTAL ▸

LESS CASH RECEIVED ▸

$ 100000.00

⑆122240861⑆ 6030051848⑈ 01

1019

INGE LYNN COLLINS TTEE
COLLINS REVOCABLE TRUST
U/A 08/12/99
100 S DOHENY DR APT 224
LOS ANGELES, CA 90048-2926

FIDELITY CASH RESERVES

DATE 14, April 00

80-568/1012

PAY TO THE ORDER OF The Collins Trust $ 100,000

one hundred thousand only DOLLARS

Minimum: $500

Fidelity Investments
UNITED MISSOURI BANK
WARSAW, MO.

FOR

[redacted]

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HSBC-PSI 037123

ph44585 on D330-44585-7600 with DISTILLER

568402.079

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00558 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

445 N. BEDFORD DRIVE
BEVERLY HILLS CA 90210
PHONE: 310-281-4230

36- E S445

THE COLLINS REVOCABLE TRUST
100 S DOHENY DRIVE #224
BEVERLY HILLS CA 90048-

STATEMENT DATE
04-28-2000
PAGE 1

SERVICES SUMMARY	SERVICE	ACCOUNT NO.	BALANCE
	PERSONAL CHECKING	6030051848	65,199.05

SUMMARY		
	PREVIOUS BALANCE AS OF 04-14-00	0.00
	3 DEPOSITS AND OTHER CREDITS FOR	113,502.17
	37 CHECKS AND OTHER DEBITS FOR	48,303.12
	CLOSING BALANCE AS OF 04-28-00	65,199.05

DEPOSITS/ CREDITS	DESCRIPTION	DATE	AMOUNT
	DEPOSIT	04-14	100,000.00
	DEPOSIT	04-21	12,717.71
	DEPOSIT	04-28	784.46

CHECKS/ DEBITS/ CHARGES

CHECK NUMBER	DATE	AMOUNT	CHECK NUMBER	DATE	AMOUNT	CHECK NUMBER	DATE	AMOUNT
100	04-25	1,254.00	113	04-24	29.50	127	04-25	28.00
102*	04-24	5,481.33	115*	04-26	80.99	128	04-21	30.00
103	04-24	3,433.43	116	04-25	78.75	129	04-24	1,783.85
104	04-21	1,143.81	117	04-21	40.00	130	04-26	3,501.00
105	04-24	317.44	118	04-26	1,087.35	131	04-27	600.00
106	04-24	205.03	119	04-26	364.75	133*	04-27	600.00
107	04-24	2,038.03	120	04-26	397.65	134	04-25	450.00
108	04-27	909.00	121	04-24	519.44	135	04-21	10,000.00
109	04-21	310.50	122	04-21	1,923.96	136	04-27	200.00
110	04-28	32.00	123	04-24	86.12	137	04-25	650.00
111	04-24	1,282.42	124	04-24	47.02	189*	04-28	2,500.00
112	04-21	206.10	126*	04-26	166.58	22301*	04-25	650.00

DESCRIPTION	DATE	AMOUNT
FRB	04-27	5,875.07

DAILY BALANCES

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04-14	100,000.00	04-25	80,728.98	04-28	65,199.05
04-21	99,063.34	04-26	75,130.66		
04-24	83,839.73	04-27	66,946.59		

YOUR AVERAGE DAILY AVAILABLE BALANCE FOR THE CYCLE PERIOD WAS $68,172.47

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 927

HSBC-PSI 032687

568402.080

From: Brown, Reginald [mailto:Reginald.Brown@wilmerhale.com]
Sent: Tuesday, May 06, 2008 1:49 PM
To: Stuber, Laura (HSGAC)
Cc: Cochran, Kelly
Subject: RE: meeting tomorrow

Dear Laura and Michael,

As you requested during our briefing on May 2, below is a summary of our answers to your questions regarding HSBC Bank USA, N.A. ("HBUS") based on supplemental requests for information related to the Permanent Subcommittee on Investigations ("PSI") subpoena dated April 5, 2007. Also, attached is a Bates-linked timeline of accounts and Know Your Customer ("KYC") information about Banco Africano de Investimentos ("BAI").

1. Subcommittee Investigation

a. In a 9/24/07 meeting, a representative of HSBC noted that as part of this investigation, the bank had discovered issues to improve upon at HSBC. Please provide the Subcommittee with a list of these issues and what corrective actions have been taken.

The investigation has been helpful in identifying compliance functions that worked well in HSBC's system as well as functions that have since been improved. For instance, we are pleased that HSBC's business personnel and compliance officials identified various actors on the PSI list for investigations and appropriate follow up action well in advance of the PSI's request for information. We have also identified improvements that have been made to our wire transfer filter monitors as a result of this investigation.

2. Transport in Angola ("Triang")

a. What due diligence was performed on Falcone/Gaydamak by HSBC before entering into the business relationship? What did the due diligence show? Why HSBC decided to enter into business with Triang and who approved this decision?

The Triang venture was proposed in 1997 by Jose Recio, a long-time Equator customer. Mr. Recio is a prominent Angolan businessman and had been endorsed by the former U.S. Ambassador to Angola. Mr. Recio's main company, Tecnocarro, employs thousands of people in construction, real estate, tourism, agriculture, and other fields. It has been recognized for providing thousands of free meals per day in Angola as well as running an orphanage.

Equator officials approved the investment in significant part because they considered Mr. Recio to be a successful and reputable businessman, because the project fit with Equator's existing equipment financing operations, and because market demand was expected to be strong in light of the fact that mining companies in the northeastern corner of the country had been relying on expensive air delivery for fuel.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 930

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As Triang was being established, Mr. Recio proposed bringing in Pierre Falcone as an additional investor. In addition to Mr. Recio's recommendation, Equator officials received a glowing reference for Mr. Falcone from Banque Paribas, HEQB-PSI 0001473, and interviewed Mr. Falcone personally.

b. HEQB-PSI 0000207: Douglas Kartsen writes that "Rodney has been a champion of Triang since its inception and Angola and yourselves for much longer." Who was this document sent to? Explain how Rodney Goodwin has been a champion of Triang.

See HEQB-PSI 0000206 for the header to this e-mail, which was addressed to Jose Recio and Rosario Medeiros of Transoil/Triang. We have no information to provide you regarding Mr. Goodwin's activities other than the information previously provided.

c. HEQB-PSI 0000005 to 0000031. This document is the Triang Shareholders Agreement dated 10/15/97. Where is the 8/15/97 Triang agreement?

We have been unable to locate a copy of the August 15, 1997, agreement.

d. HEQB-PSI 0000013 shows Equator paying $105, Mulemba $95 and ATAC $1.7 million for shares of Triang. Appears there was an earlier investment by Equator, Mulemba and ATAC in Triang because this document notes that the number of shares each entity holds has now increased. Was there an earlier investment by the three entities in Triang? If there was an earlier investment, please identify amount invested and date investment occurred. Why did both Equator and Mulemba invest such a small amount in comparison to ATAC?

The October agreement indicates that Equator and Mulemba had made previous investments in Triang under the August agreement, which allocated them 245 and 255 shares, respectively. We do not know the amounts or dates of these earlier investments. However, ATAC was purchasing shares for the first time under the October agreement. The difference in amounts paid may have been due to the fact that Equator and Mulemba had already contributed substantial capital via equity investments and/or loans under the earlier agreement.

e. Clarification of amount HSBC originally invested in Triang.

Equator's primary contribution was nearly $4 million in working capital by way of loans, though it also made a modest cash investment. Based on some of the tax documents relating to the sale of Equator's shares in 2004, it appears that the total cash investment may have been about $350. HSBC-PSI 037142, 037145.

f. Change in HSBC's strategy in Angola as referenced by HEQB-PSI 0000288 to 0000289 that caused HSBC to relinquish its interest in Triang.

We have no information as to the reasons why Mr. Goodwin made this specific statement.

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g. Financial soundness of Triang referenced in HEQB-PSI 0000259.

Triang's original business plan was disrupted in 1998 due to military hostilities. This email chain seems to suggest that Triang faced increased competition from newer fleets after peace was re-established.

h. HEQB PSI 0000246 to 0000247. "Since the beginning of this joint-venture, ATAC could rely on HSBC's role not only as another foreign shareholder, but primarily as the independent controller of Triang's finances through the quarterly monitoring of the loan repayments." There are no loan documents provided by HSBC. Please provide loan information including: recipient of the loan, the amount of the loan, the date of the loan repayments, the amount of the loan repayments, any due diligence HSBC conducted before entering into the loan, provide the quarterly monitoring of loan repayments by HSBC.

Please see HEQB-PSI 0001403 to 0001405 and HEQB-PSI 0001450 to 0001472. If we are able to locate additional information, we will forward it to you promptly.

i. HEQB-PSI 0000032 to 0000071. "Deed of Conditional Purchase and Sale btwn Mulemba & HSBC." Was April 10, 2003, the final date of the sale? Confirm amount Mulemba paid for HSBC's shares of Triang. Confirm payment schedule regarding Mulemba's payments to HSBC. Were there other buyers who were interested in purchasing shares of Triang? If so, please identify.

The document was executed on April 10, 2003, and provides that Equator's shares and other rights would not transfer until the final payment in late 2004. We have no additional information regarding the total payment, the payment schedule, or any other interested buyers.

j. HEQB-PSI 0000073 to 0000-74. If HSBC Equator sold its shares in Triang on 4/10/03, why is HSBC Equator appointing a new director, David Battle, to Triang on April 11, 2003?

The document indicates that the reason for the new appointment was Rodney Goodwin's retirement, rather than the sale of shares. Because Equator's ownership did not terminate until the last payment in 2004, it appointed Mr. Battle to protect its interests and the likelihood that it would receive the remaining payments.

k. Is David Battle an employee of HSBC?

He was an employee of Equator in 2003-2004, but has since left the Bank.

l. HEQB-PSI 0000269. On November 14, 2002, Douglas Kartsen notes that "Given the intent to sell, I don't believe retaining a Board seat will result in any greater reputational risk than being a shareholder." What was the reputational risk that Mr. Kartsen was concerned with?

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As discussed on the next page of the email chain (HEQB-PSI 0000270), it was potential reputational risk arising from Mr. Falcone's minority interest in Triang.

m. Does HSBC still have a representative on the Triang board? If yes, who is that person? If no, please identify the last HSBC employee to sit on the Triang board and the date when that person resigned from the board.

No. David Battle resigned effective November 19, 2004. HEQB-PSI 000004.

n. HEQB-PSI 0000152. On May 9, 2003, Doug Kartsen notes that David Battle will "begin gently discussing with Recio the likely strategy for Triang going forward." After selling its shares to Mulemba, has HSBC continued to play a role in the business activities of Triang? If so, what role did it play?

See above.

3. Banco Africano de Investimentos ("BAI")

a. Please provide timeline of account(s) opened by BAI at HSBC, including the credit card account, including date account was opened and date KYC, or updated KYC, was completed by HSBC.

Please see the attached, which has been labeled HSBC-PSI 037864.

b. In particular, there are several KYC profiles for BAI in the documents provided to the Subcommittee. Please explain if each is a KYC document, and if not, what is it? Also, describe when each was approved by HSBC; who gave final approval to KYC; and why new KYC was needed.

- **HSBC-PSI 036764 to 036773.** This appears to include a mix of documents and duplicate pages; we believe the complete KYC profile begins on HSBC-PSI 036767. HSBC-PSI 036773 lists approvals for the initial KYC on July 24, 1998, shortly after the initial account opening at Republic. HSBC-PSI 036771 reflects additional KYC and approvals by Banknotes personnel in December 1999. HSBC-PSI 036769 reflects a client visitation in March 2000. Accordingly, the profile appears to reflect cumulative KYC activity over a two-year period as the customer relationship expanded.

- **HSBC-PSI 036775-80.** This routine KYC update dates from late 2001. See HSBC-PSI 036780.

- **HSBC-PSI 036630 to 036636.** This routine KYC update was approved on January 16, 2005. See HSBC-PSI 036635.

- **HSBC-PSI 036660 to 036665.** These are two copies of a Client AML Questionnaire, which HBUS collects as part of the KYC update process.

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The signatures on the second version at HSBC-PSI 036665 are likely by BAI personnel, not HBUS.

c. The ownership of BAI, including the ownership of Arcinella and Sforza.

Please see the most recent KYC profile at HSBC-PSI 036738 to 036739 for a description of the current shareholders.

d. Why HSBC allowed the BAI account to remain open without identifying all owners.

Patriot Act regulations require United States banks to determine the nature of ownership interests held by persons with a 10% or greater interest in foreign financial institutions that are not publicly traded. See 31 C.F.R. § 103.176. As a further safeguard, HBUS uses a 5% ownership threshold for banknotes customers in high-risk jurisdictions. See, e.g., HSBC-PSI 036738. HBUS was informed that Arcinella and Sforza established a 1% limit on the amount of shares investors could hold. Ultimately, since HBUS was informed that no owner of Arcinella or Sforza could meet or exceed the more rigorous internal threshold of 5% ownership of BAI, identifying all owners was not required by law or internal policy. HSBC-PSI 036751 to 036752.

e. Were the compliance personnel who reviewed the KYC satisfied even without the ownership list?

Yes. See HSBC-PSI 036672.

f. Who at HSBC approved/reviewed the decision to open the account and keep it open?

Personnel who approved the most recent KYC update are listed at HSBC-PSI 036748. See HSBC-PSI 036748 to 036752 for a chronology of approvals and reviews covering most of the KYC activity between 2001 and 2007.

g. Who is the relationship manager for BAI?

HBUS did not have a single relationship manager for BAI.

h. Whether or not HSBC compliance issued a waiver to BAI.

During a period of KYC review when additional information was being collected in late 2006, BAI sought to establish an account to make settlement payments to VISA. Compliance permitted brief extensions of time to collect information about ownership while allowing this low-risk account opening to proceed. HSBC-PSI 036752.

i. HSBC-PSI 036690. On 10/27/06, Alan Ketley at HBUS writes "I understand that we have been waiting from [sic] some crucial KYC information from this client for some while – they should understand that having accommodated them in this way they should be more responsive to our KYC inquiries." What information was

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Mr. Ketley waiting for? Did Mr. Ketley receive the information? If so, what did he receive?

Mr. Ketley was referring to ownership information, as suggested in the next page of the email chain. HSBC-PSI 036689. BAI subsequently provided information as reflected in HSBC-PSI 036579 to 036603 and other produced materials.

j. How has HSBC been accommodating with the client?

As noted above, an extension was granted to allow the establishment of the account for making settlement payments to VISA pending completion of the KYC. HSBC-PSI 036748.

k. HSBC-PSI 036686 -What do handwritten notes say?

A second, more legible copy of this document was produced in response to your earlier request. HSBC-PSI 037842.

l. What is Abijah Darko's relationship in the corporate structure to Princely Muro?

Ms. Darko was an HSBC manager who was designated as the Global Relationship Manager ("GRM") for BAI because she was geographically located on the Continent. Princely Muro was an HBUS regulatory risk officer responsible for first level review and collection of KYC documentation.

m. Was Mr. Darko the relationship manager of BAI? If not, who is relationship manager?

See above.

n. HSBC-PSI 036689. Princely Muro at HBUS notes that BAI's profile "is currently CS denied status." Define CS denied status.

CS stands for Client Services and refers to the second-level approval in the KYC process. On the HBUS computer system, "denied" is a misnomer and indicates only that review has occurred but approval has not yet been issued, typically because of a pending information request. *See, e.g.*, HSBC-PSI 036750.

o. What were Mr. Muro's concerns with BAI's profile?

The email itself indicates the reasons for the delay in approval, which primarily involved ongoing review of ownership information.

p. Why was BAI's profile in denied status?

See above.

q. What were the dates when BAI's profile was in denied status?

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See HSBC-PSI 036752 for the chronology.

r. Was BAI's profile taken out of denied status?

Yes, see HSBC-PSI 036752 for the chronology.

s. Were there other instances where BAI's profile was denied? If yes, please provide date(s); reason profile was denied, and date(s) of reinstatement.

See HSBC-PSI 036748 to 036752 for a chronology covering most of the KYC activity between 2001 and 2007.

t. HSBC-PSI 036751. Beginning in 2005, Arcinella, Dabas, and Sforza are listed as owners of BAI. How did HSBC learn of this change in ownership and who at HSBC learned of this change? When did HSBC first become concerned about identifying owners of Arcinella, Dabas, and Sforza?

The origins of this entry are unknown. HBUS followed up on the ownership interests during its next KYC update. See, e.g., HSBC-PSI 036627.

u. HSBC-PSI 036602. On 4/5/07, Ketley writes that "Ordinarily partial ownership by a state owned oil company would be a point of interest and little more but the fact that this information is so deeply buried and you had to really fight to obtain details of ownership of Sforza, Dabas and Arcinella suggests a desire to veil the bank's ownership for reasons that I do not understand ..." Were owners of Sforza, Dabas, and Arcinella ever provided to HSBC? If yes, please provide them to the Subcommittee.

Dabas served as an ownership vehicle for Jose Paiva. HSBC-PSI 036743. As explained above, HBUS was informed that the Arcinella and Sforza shareholders fell below the 5% internal threshold, HSBC-PSI 036751 to 036752, so the list was not required to complete the KYC process.

v. Was Ketley ever satisfied with the answers provided by BAI with regard to ownership of Sforza, Dabas, and Arcinella? If yes, how was he satisfied?

Yes, see HSBC-PSI 036672.

w. Ketley also expresses concern regarding "how much influence Sonangol might exercise over the bank..." Was Ketley ever satisfied with the amount of influence Sonangol had/has over BAI? If yes, how was he satisfied?

Yes, see above.

x. HSBC-PSI 036585. On 4/20/07 Mr. Darko notes that BAI will provide the shareholders for the SPVs (Arcinella, Dabas, and Sforza) "in the next few weeks." Has BAI provided the shareholder information to HSBC? If yes, please provide to the Subcommittee. If no, why not?

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No, see above. As we discussed during our meeting, we will follow up and request the list of shareholders and any links to senior foreign political figures as part of a new round of KYC.

y. HSBC-PSI 036577. In 4/25/07 call report, Mr. Darko notes that Theodore Giletti "confirmed that SPVs in question did not have any link with the President of Angola." Do or did SPVs have any link with any senior foreign political figures in Angola? If so, please provide the names of these senior foreign political figures.

See above.

z. Mr. Darko also notes that BAI's AML policy had not been provided to HSBC. Did HSBC receive BAI's AML policy? If so, please identify BAI's AML and when it was received by HSBC.

No, BAI provided an updated AML questionnaire on Feb. 14, 2007. As we discussed during our meeting, we will follow up and request a copy of the policy as part of a new round of KYC.

aa. HSBC-PSI 036671-2. On 5/29/07, Mr. Ketley writes, "I'm satisfied with the answers on ownership." Please describe what Mr. Ketley was told that satisfied him as to the ownership. Ketley also notes that "we do not understand the nature of the degree of risk here – largely because we did not seem to know that the holders are PEPs." Does Mr. Ketley now understand nature of risk? What is the nature of the risk? Has risk been eliminated? If so, how?

We have no further information concerning Mr. Ketley's conclusion regarding ownership. The later passage related to the corporate credit card program. That program already had significant fraud controls in place, and HBUS implemented additional AML monitoring and screening of cardholders in response to Mr. Ketley's comments. See HSBC-PSI 036741 to 036742. In general, the corporate credit card program relationship with BAI is small. The cards have $10,000 credit limits, are 100% cash collateralized, and do not permit cash advances. HSBC-PSI 036741 to 036742, HSBC-PSI 036804, ¶ 2.

bb. HSBC-PSI 036656. Princely Muro writes "Unfortunately BAI appeared on a recent Banknotes Audit list for which an update from PCM is required by Feb. 14, 2007 (Wed)." What is a Banknotes Audit? What is PCM? Please provide dates audits were conducted of BAI by HSBC and result of these audits.

The Banknotes Audit refers to a routine audit of Banknotes' AML Function. "PCM" is the Payments and Cash Management group. HSBC does not audit BAI, which is an independent bank. Please see HSBC-PSI 036561 to 036562 for Ernst & Young audit materials concerning BAI that were collected during the most recent KYC update. .

4. Yamilee Bongo Astier

a. Due diligence by HSBC of Yamilee Bongo accounts including due diligence of cash transactions and source of funds.

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There were no "Yamilee Bongo" accounts. There were accounts in the name of Yamilee B. Astier. Ms. Astier was a Canadian national who was apparently born in Mexico; the mere existence of her middle name did not suggest a tie to Gabon. HSBC-PSI 036987, 037437. Her initial account activity appeared consistent with what one would expect for an NYU student, with large credits and debits occurring in January and August/September. HBUS's account monitoring detected a change in activity in the last year of the relationship, prompting the bank to file five Currency Transaction Reports on large cash deposits. HBUS received no indication from the government there was anything wrong with the transactions. After Ms. Astier received a $180,000 wire through Citibank from the Republic of Gabon in spring 2003, HBUS opened a broader investigation and decided to close the account.

b. Who approved the initial opening of the account? Who was the account manager?

HBUS was unable to locate opening records for account 031305202 from 2000. Marie P. Semexant was the account manager when account 03132254 was opened in 2002. HSBC-PSI 037059 to 037060. Michelle Quon was account manager when it was closed in July 2003. HSBC-PSI 037448.

c. Please provide account opening documentation for this account.

See above regarding account 031305202. See HSBC-PSI 037059 to 037060, 037534 regarding account 03132254.

d. When did account open?

The opening deposit for account 031305202 was made on September 28, 2000. HSBC-PSI 036987. The opening deposit for account 03132254 was made on September 12, 2002. HSBC-PSI 037061.

e. HSBC-PSI 037518 to 037519. On May 9, 2003, $50,000 cash was deposited into Ms. Astier's account. Was $107,648.62 referred to in this document also a cash deposit into Ms. Astier's account?

Yes. See HSBC-PSI 037412 for currency transaction report materials.

f. With regard to additional cash transactions involving Ms. Astier's account, please provide: Dates of the cash transactions, Amount of the cash transactions.

We have previously provided currency transaction report materials concerning all transactions that HBUS identified that exceeded the $10,000 threshold for currency transaction reporting. See HSBC-PSI 037408 to 037414.

g. HSBC-PSI 0367618 notes that Yamilee's account closed on 10/1/02 but HSBC-PSI 0367616 is an account closure letter sent 7/31/03. Why was one account allowed to remain open for 9 months longer than the other?

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The first account opened, 031305202, was closed by Ms. Astier. The second account, 031322514, was closed by HBUS after an investigation into the Citibank wire received in May 2003.

h. HSBC-PSI 037588. Please provide information as to why Manhattan Ford wrote a check to Ms. Astier for $66,085?

We have no information other than the memo line on the check indicating that it was a refund of deposit.

i. HSBC-PSI 037445. Confirm date on which Ms. Astier received $183,500 from Gabon Casier at Citbank Libreville.

As noted on the subsequent page, HSBC-PSI 037446, it was May 7, 2003.

j. HSBC-PSI 037473. Ms. Astier wrote a check to Country West Lincoln for $172,888. What is the source of the funds?

The check was issued shortly after she received the Citibank wire, so HBUS considered the wire to be the source of funds.

5. Collins Revocable Trust

a. Due diligence by HSBC of Collins Revocable Trust account including due diligence of cash transactions and source of funds.

Ms. Collins was an American citizen with domestic forms of identification (U.S. passport, California driver's license, HSBC-PSI 037110 to 037112) and domestic sources of funds (Fidelity Investment account and California real estate investments, as evidenced by documents such as HSBC-PSI 037120). Her passport does not list Bongo as her name. Republic National Bank's documentation lists her husband's name with a California address, but he was not a signatory on the account. The application materials indicate that Ms. Collins was referred to the bank by an existing customer of Republic and did not suggest any tie to Gabon. Early deposits were from expected domestic sources. Ms. Collins' third account opened in 2001 also received some foreign wires. Ms. Collins' first large cash deposit ($70,000) triggered an HBUS investigation and closing of her account.

b. Who was the account manager? Who approved the initial opening of the account?

Lori Graf was the original account manager. Kathy Attaii was the subsequent account manager. See HSBC-PSI 037110, 037105, 037133.

c. HSBC-PSI 037110 to 037128. 4/14/00 Collins Revocable Trust account opening documentation at Republic Bank of CA. Source of funds of trust indicates "trust fund." What did HSBC believe to be the source of funds for the trust fund?

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We do not know what Republic was told about the source of the Fidelity Investment funds.

d. When did HSBC realize that Collins Rev. Trust belonged to Inge Bongo?

Some account opening documentation collected by Republic listed her married name but did not indicate any tie to Gabon or to Omar Bongo. The family connection was confirmed during HBUS's 2003 investigation.

e. HSBC-PSI 037099 to 037109, HSBC-PSI 037105. It appears that as of 2/7/03, Susan Hoggarth was the relationship manager for the Collins account. Was Ms. Hoggarth the relationship manager?

No, as reflected in the emails, Susan Hoggarth's title was First Vice President in the Compliance Department.

f. Was Ms. Hoggarth aware that Inge Collins was related to Omar Bongo? If yes, when was she made aware? If yes, was additional due diligence done on account when she was made aware? What was Ms. Hoggarth's understanding as to the source of funds for the Collins trust?

During the investigation, Ms. Hoggarth raised the possibility that Inge Collins might be related by marriage to Omar Bongo. Additional due diligence confirmed the familial connection, and the account was closed.

g. Are the authors of HSBC-PSI 037099-037109 in the HSBC in the compliance department? If not, where are they located at HSBC?

We are following up on the department affiliations for Carolyn Henderson and Valerie Hobden. The others are reflected in the headers of the emails themselves:

- Kathy Attai, Vice President, Domestic Private Banking Client Services.
- Noemi Gonzalez, Beverly Hills Branch Manager.
- Vanessa Bryant, Assistant Vice President, Compliance.
- Linda Shilton, Assistant Vice President, Domestic Private Banking Client Services.
- David Seinfeld, Senior Vice President, Domestic Private Banking.

h. HSBC-PSI 037129-037138 Email noting Ms. Bongo made $70,000 cash deposit into Collins Rev. Trust account on 11/25/02. Were there additional cash transactions with regard to the Collins trust. If yes, please provide dates and amounts of these cash transactions.

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00569 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.091

This was the only cash transaction that HBUS identified that exceeded the $10,000 threshold for currency transaction reports.

i. Who originally brought the cash transaction to the attention of other HSBC personnel and on what date?

HSBC-PSI 037107 references a currency transaction report prepared on or about the time of the deposit, but we do not know any other details. As reflected in the document, Vanessa Bryant investigated the source of funds in December 2002.

j. When was account closed?

The bank closed the account in early April 2003. See, e.g., HSBC-PSI 037099.

k. From 2001-2003, the Collins Rev. Trust received multiple wires from Sofinpar at KBC Bank, for example, at HSBC-PSI 032610. Does HSBC have knowledge as to who or what Sofinpar is? If yes, please identify.

We believe that Sofinpar is a holding company located at Val St. Andre 37, Luxembourg 1128. Georges Rocofford is listed as a partner.

l. Global wide search of Bongo accounts done by HSBC referred to at HSBC-PSI 037137. Why was this search done and what was the conclusion?

We did not see anything in this document that refers to a global search, but saw references in other materials to a search request by HSBC Group. We do not know its origins. So far as we know, HBUS did not identify any other account relationships involving Omar Bongo or his family members.

6. Gabon Mission or Embassy Accounts

a. Does HSBC have a mission account or an embassy account for Gabon? If so, where are those accounts located? What due diligence was done when they were opened? Who approved the opening? What safeguards has HSBC put in place with regard to these accounts? What is the average minimum balance in the accounts?

HBUS did not find any records of a previous or current account for the mission, embassy, or other government agencies.

* * *

HBUS requests that this response be treated as confidential under Rule 16 of the PSI's Rules of Procedure and not be released publicly without a majority vote of the PSI. We also request that if the PSI wishes to consider whether any of these documents should be made public, HBUS be given an opportunity to be heard on that question.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00570 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.092

From: Brown, Reginald [mailto:Reginald.Brown@wilmerhale.com]
Sent: Tuesday, August 12, 2008 6:32 PM
To: Stuber, Laura (HSGAC); Flowers, Mike (HSGAC)
Cc: Wille, Serena
Subject: HSBC follow up questions - Collins Trust

Dear Laura and Michael,

Below please find initial responses to your August 11, 2008 supplemental request for information to HSBC Bank USA, N.A. ("HBUS") regarding Collins Revocable Trust in connection with the Permanent Subcommittee on Investigations ("PSI") subpoena dated April 5, 2007. We have responded to the best of our present knowledge and will provide additional information when and if we receive it. We have also obtained and attached copies of cancelled checks and deposit slips in response to questions #9 and #11.

HBUS requests that this response be treated as confidential under Rule 16 of the PSI's Rules of Procedures and not be released publicly without a majority vote of the PSI. We also request that if the PSI wishes to consider whether any of these documents should be made public, HBUS be given an opportunity to be heard on that question. We would welcome an opportunity to discuss this response and any additional document collection issues with you by phone or in person at your earliest convenience.

1. At HSBC PSI 037130 Noemi Gonzalez sends an email to Vanessa Bryant on December 17, 2002 that says, "I know nothing about the client. What should I do?" Is the next email in this conversation, the email from Ms. Bryant to Ms. Gonzalez at HSBC PSI 037134 which notes, "I'm not getting anywhere on this. She deposited 70,000 in cash on 11/25…" If the preceding is not the next email in the chain, please provide the Bates number for the email that should follow the Gonzalez email.

· HSBC PSI 037129 and HSBC PSI 037130 should be read together, starting at the first email in the chain on the bottom of HSBC PSI 037130 and moving to the last email in the chain at the top of HSBC PSI 037129. This email chain is repeated—and added to—at HSBC PSI 037133 - HSBC PSI 037134.

· As stated in our transmittal letter dated September 19, 2007, HBUS conducted key word searches of emails and turned up 617 "hits" potentially relating to the Collins Revocable Trust. Those documents were reviewed, and non-privileged materials were produced to the PSI. As we believe the PSI staff knows, this search was conducted using current technologies and may very well have produced results that are underinclusive of all emails that may have been generated during the time in question that might be recovered using different technologies or different search terms.

2. HSBC PSI 037132 is an email from Ms. Gonzalez to Ms. Bryant dated 12/17/02 that notes "This account was transferred from private banking dept. I don't know anything about the client." It appears that after the preceding email, there was no further action by HSBC with regard to the Collins account until January 31, 2003, when Ms. Bryant forwards a message to David Seinfeld asking him if he has any information on the customer. Why was no action taken

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 932

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00571 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.093

with regard to this account by HSBC from December 17, 2002 to January 31, 2003? If action was taken by HSBC during this time, please describe this action. In addition, please provide the Bates number of the message that was forwarded to Mr. Seinfeld or provide the message to the Subcommittee.

· We believe the premise of this question should be reconsidered. As is evident from the full set of documents produced to the PSI, HBUS engaged in a broad-based investigation within weeks of the $70,000 transaction and decided to close the account after making the connection between Inge Collins and the Omar Bongo family. There is no suggestion of pushback against the investigation by the business side, nor any delay or oversight that should legitimately raise policy concerns when viewed through the lens of reasonableness given industry practice at the time and the modest risks associated with a transaction of this size and nature.

· It would be inappropriate and misleading to imply from the absence of emails that there was an absence of activity, especially given the text of these emails. The documents plainly show that Ms. Bryant spoke to several individuals as part of her investigation in December 2002 and January 2003 into the $70,000 cash deposit into the Collins Revocable Trust checking account, and was having difficulty clearly identifying the source of funds. HSBC PSI 0371329-30.

· As noted above, neither Ms. Bryant nor Ms. Gonzalez is still employed at HBUS and we have been unable to reconstruct thus far the precise communications that occurred as part of Ms. Bryant's investigation. It is clear that when Ms. Bryant moved the issue up the chain to David Seinfeld and others, the responses were swift and moved the ball forward in the investigation. HSBC PSI 037105-107. We also note that the time period in question encompasses the Hanukkah, Christmas and New Year's holidays, when investigative activity would naturally slow in light of personnel vacations and other considerations.

· We believe that a fair review of the record before you suggests that the bank's overall response after the $70,000 cash transaction should be applauded and commended as a model of what a bank should do when presented with information of this nature. HBUS moved quickly and conducted a thorough investigation across multiple units and entities, putting disparate pieces of information together through cooperation between compliance and the business side and closed the account. Moreover, HBUS responded promptly to the cash transaction without any external prompting. Significantly, many of the processes that were employed to achieve this appropriate result were ones built on the Republic National Bank system that the PSI has publicly praised in at least one prior report. We also note that HBUS' commitment to avoiding entanglements with inappropriate customers is consistent across all of the matters presently under review by the PSI, suggesting an institution with a deep commitment to appropriate anti-money laundering standards.

· You also asked for the Bates number of the message that was forwarded to Mr. Seinfeld. The message forwarded by Vanessa Bryant to David Seinfeld on February 4, 2003 is located at the bottom of HSBC PSI 037129 and the top of page HSBC PSI 0371230. Vanessa is forwarding her exchange with Noemi Gonzalez as described above . There may have originally been an attachment to this email, which we have not been able to retrieve.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00572 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.094

3. At HSBC PSI 037106 there is a message that says "…please explain the source of cash and reason for the cash deposit. Also, please complete the $50,000 or more cash transaction report. The transaction occurred on November 25, 2002." Please identify who wrote this message, who received it and the date of the message. Please describe whether or not a CTR was filed on or around November 25, 2002 and if no CTR was filed on or around that date, please explain why a CTR wasn't filed.

· As indicated on HSBC PSI 037106, Vanessa Bryant wrote this message to Kathy Attali on February 4, 2003 at 09:45.

· As noted in our email to you on May 6, 2008, HSBC PSI 037107 references a CTR prepared on or about the time of the deposit, but we do not know any other details. We have requested that a copy of the CTR be retrieved from electronic storage tapes and will provide it to you upon receipt.

4. Please identify the titles of Peter Javier, Carolyn Henderson and Valerie Hobden.

· In February 2003, we believe that Peter Javier was the director of HBUS' Financial Intelligence Group and Carolyn Henderson was a consumer banker in the Beverly Hills branch.

· Email seems to suggest that Valerie Hobden was a compliance official or perhaps an administrative staff member assigned to the compliance group, but we have been unable thus far to identify her title at the time. HSBC PSI 037135. Among other things, it is possible that her name has changed, or that she is no longer with the bank, thereby complicating efforts to provide the requested information.

5. Please provide the name of the person(s) who made the decision to close the Collins Trust account and the date that decision was made. Please provide the letter that was sent to Ms. Bongo or her representative informing her that her account would be closed.

· We believe the account was directed to be closed by compliance officials in accordance with HBUS procedure , and with the full support of the relevant business unit. Certain records upon which this belief is based cannot be provided to the PSI in light of restrictions we have previously discussed.

· HBUS has not yet been able to locate a copy of the closing letter, if a copy was even maintained. The emails at HSBC PSI 037104 dated March 18, 2003 discuss how the account should already have been closed, so it is possible to infer that a letter was sent to the Collins Revocable Trust prior to this date.

6. With regard to HSBC PSI 037102 please describe what a "restraint" is.

· From the emails on HSBC PSI 037102, it appears that Ms. Hoggarth is seeking to put a hold or freeze on the account so that no further transactions would occur.

7. At HSBC PSI 037108 Ms. Hoggarth sent an email asking that searches be conducted to determine if HSBC had any accounts for El Hadj Omar Bongo. Please provide the date that Ms. Hoggarth sent the email and the recipients of the email.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00573 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.095

· An email at HSBC PSI 037108 indicate that Ms. Hoggarth sent this request to Ms. Bryant on February 7, 2003 at 07:48 requesting that Ms. Bryant check both "EPIC and CIF" in response to the request by Ms. Hobden. We do not know from the documents who else may have received Ms. Hoggarth's email and participated in the searches.

8. In HSBC's written response to the Subcommittee, it notes that "Republic National Bank's documentation lists her husband's name with a California address, but he was not a signatory on the account." Please provide the Bates number of the document with Mr. Ali Bongo's name on it.

· Please refer to HSBC PSI 037112, which is part of the Republic National Bank account opening documents, HSBC PSI 037110-118.

9. In September of 2002, there were several deposits made into the Collins Revocable trust account #178-70827-5 (Bates HSBC – PSI 032636). For example, on 9/9/02 the account received $12,000, on 9/16/02 the account received $10,000 and on 9/17/02 the account received $22,000. Please provide information as to the source of these deposits and if they were cash deposits, please describe whether or not CTRs were filed.

· These deposits were made by check and therefore no currency transactions reports needed to be filed. As we stated in our email of May 6, 2008, the $70,000 cash transaction was the only cash transaction that HBUS identified that exceeded the $10,000 threshold for CTRs.

· The deposits were as follows:

· $12,000 check (and related deposit slip) from Collins Revocable Trust Acct at Fidelity, dated 9/9/2002. Attached as HSBC PSI 037915-916.

· $10,000 check (and related deposit slip) from Collins Revocable Trust Acct at Fidelity, dated 9/13/2002, processed on 9/16/02. Attached as HSBC PSI 037917-918.

· $22,000 check (and related deposit slip) from South Wilshire Jewelry and Loan, dated 9/17/2002. Attached as HSBC PSI 037919-920.

10. On 4/3/02 the Collins account #178-70827-5 received $307,985 from Accrombessi Maixent. (HSBC 032626) Please identify Accrombessi Maixent.

· It is our understanding that Accrombessi Maixent is either an individual or a company engaged in management consulting located in Paris, France at 83 Rue Michel Ange.

11. On 9/14/01 the Collins Trust account # 178-70827-5 received two deposits: $281,006.02 and $86,376.59. Please identify the source of these deposits. HSBC PSI 032612.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00574 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.096

· The $281,006.02 was a deposit of a check from Signature Escrow, at 9696 Culver Boulevard, Suite 101, Culver City, CA 90232, with an account at Imperial Bank, California. Attached (with the related deposit slip) as HSBC PSI 037921-922.

· The $86,376.59 was also a deposit of a check from Signature Escrow. Attached (with the related deposit slip) as HSBC PSI 037923-924.

12. HSBC PSI 037120 is a letter Ms. Bongo received from attorney Joseph Mudd that notes that a check payable to the Collins Trust for the amount of $406,099.87 is enclosed. Why was this letter provided to HSBC?

· We have no information about this letter. We believe it may have been part of the account documentation provided by Republic National Bank to HBUS. See HSBC PSI 037110-119, 037122-128.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00575 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.097

Noemi Gonzalez/HBUS/HSBC
12/17/2002 01:04 PM

To Vanessa Bryant/HBUS/HSBC@HSBCAMERICAS
cc
bcc
Subject Re: The Collins Revocable Trust - 178708275

This account was transferred from private banking dept. I don't know anything about the client. Do you have the file, the file indicates who the officer was.

Please advise.

Thanks

Strictly Confidential

HSBC-PSI 037132

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 933

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00576 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.098

I'm not getting anywhere on this. She deposited 70,000 in cash on 11/25 and I have to explain the source of funds. The CTR indicates homemaker in the occupation field, the KYC indicates trust fund as the source of funds and according to Linda & Vicki she is a princess from a foreign country. I need your help. She is Inge Collins Bongo.
Noemi Gonzalez on 17 Dec 2002 16:33

Noemi Gonzalez on 17 Dec 2002 16:33

Note
17 Dec 2002 16:33

From:	Noemi Gonzalez	Tel:	310-281-4258
Title:	Vice President	Location:	Beverly Hills, CA
WorkGroup:	Beverly Hills	Mail Size:	1000

To: Vanessa Bryant
Subject: Re: The Collins Revocable Trust - 178708275

I know nothing about the client. What should I do?

HSBC-PSI 037130

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 934

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00577 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.099

to review for November and I need help in explaining the source of funds. Thank you.

V.

---------- Forwarded by Vanessa Bryant/HBUS/HSBC on 02/04/2003 08:39 AM ----------

Vanessa Bryant on 31 Jan 2003 09:21

Note
31 Jan 2003 09:21

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	3727

To: Noemi Gonzalez
Subject: Re: The Collins Revocable Trust - 178708275

Noemi

I'm not getting anywhere on this. She deposited 70,000 in cash on 11/25 and I have to explain the source of funds. The CTR indicates homemaker in the occupation field, the KYC indicates trust fund as the source of funds and according to Linda & Vicki she is a princess from a foreign country. I need your help. She is Inge Collins Bongo.

Noemi Gonzalez on 17 Dec 2002 16:33

Noemi Gonzalez on 17 Dec 2002 16:33

Note
17 Dec 2002 16:33

From:	Noemi Gonzalez	Tel:	310-281-4258
Title:	Vice President	Location:	Beverly Hills, CA
WorkGroup:	Beverly Hills	Mail Size:	1000

To: Vanessa Bryant
Subject: Re: The Collins Revocable Trust - 178708275

I know nothing about the client. What should I do?

HSBC-PSI 037134

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 935

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00578 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.100

Linda Shillon/HBUS/HSBC
02/04/2003 09:38 AM

To David Seinfeld/HBUS/HSBC@HSBCAMERICAS
cc Vanessa Bryant/HBUS/HSBC@HSBCAMERICAS, Les Chang/HBUS/HSBC@HSBCAMERICAS, Viora Krog/HBUS/HSBC@HSBCAMERICAS
bcc
Subject Re: The Collins Revocable Trust - 178708275

She used to be a client of Kathy Attai and also Lori Graf - she is a S. African princess - she travels extensively - she has not been a client of Lori's for several years

David Seinfeld on 04 Feb 2003 09:12

David Seinfeld on 04 Feb 2003 09:12

Note
04 Feb 2003 09:12

From:	David Seinfeld	Tel:	310-281-4251
Title:	Senior Vice President	Location:	Beverly Hills, CA
WorkGroup:	Dom Private Banking	Mail Size:	7936

To: Les Chang, et al
cc: Vanessa Bryant
Subject: Re: The Collins Revocable Trust - 178708275

Is this your client? Please respond to Vanessa
---------- Forwarded by David Seinfeld/HBUS/HSBC on 02/04/2003 09:09 AM ----------
Vanessa Bryant on 04 Feb 2003 08:48

Note
04 Feb 2003 08:48

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	6566

To: David Seinfeld
Subject: Re: The Collins Revocable Trust - 178708275

David -do you have any information on this customer? (see below). The account is on my log of accounts

Strictly Confidential

HSBC-PSI 037133

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 936

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00579 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.101

Noemi Gonzalez/HBUS/HSBC
02/03/2003 04:30 PM

To Vanessa Bryant/HBUS/HSBC@HSBCAMERICAS
cc
bcc
Subject Re: The Collins Revocable Trust - 178708275

I don't know what to tell you, this client was transferred to the branch recently. Who was the account officer ? Did you asked the account officer.

HSBC-PSI 037131

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 937

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00580 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.102

David Seinfeld/HBUS/HSBC
02/04/2003 09:12 AM

To Les Chang/HBUS/HSBC@HSBCAMERICAS, Viora Krog/HBUS/HSBC@HSBCAMERICAS, Linda Shilton/HBUS/HSBC@HSBCAMERICAS
cc Vanessa Bryant/HBUS/HSBC@HSBCAMERICAS
bcc
Subject Re: The Collins Revocable Trust - 178708275

Is this your client? Please respond to Vanessa

---------- Forwarded by David Seinfeld/HBUS/HSBC on 02/04/2003 09:09 AM ----------

Vanessa Bryant on 04 Feb 2003 08:48

Note
04 Feb 2003 08:48

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	6566

To: David Seinfeld
Subject: Re: The Collins Revocable Trust - 178708275

David -do you have any information on this customer? (see below). The account is on my log of accounts to review for November and I need help in explaining the source of funds. Thank you.

v.

---------- Forwarded by Vanessa Bryant/HBUS/HSBC on 02/04/2003 08:39 AM ----------

Vanessa Bryant on 31 Jan 2003 09:21

Note
31 Jan 2003 09:21

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	3727

To: Noemi Gonzalez
Subject: Re: The Collins Revocable Trust - 178708275

Noemi

HSBC-PSI 037129

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 938

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00581 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.103

Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	11231

To: Kathy Attaii
Subject: Re: The Collins Revocable Trust - 178708275

see attached.

---------- Forwarded by Vanessa Bryant/HBUS/HSBC on 02/06/2003 09:13 AM ----------

Vanessa Bryant on 04 Feb 2003 09:45

Note
04 Feb 2003 09:45

From:	Vanessa Bryant	Tel:	310-281-4245
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	10017

To: Kathy Attaii
Subject: Re: The Collins Revocable Trust - 178708275

Kathy -was this one of your clients? (see below) If so, please explain the source of cash and reason for the cash deposit. Also, please complete the $50,000 or more cash transaction report. The transaction occurred on November 25, 2002. Thank you.

---------- Forwarded by Vanessa Bryant/HBUS/HSBC on 02/04/2003 09:39 AM ----------

Linda Shilton on 04 Feb 2003 09:38

Note
04 Feb 2003 09:38

From:	Linda Shilton	Tel:	310-285-6120
Title:	Assistant Vice President	Location:	Beverly Hills, CA
WorkGroup:	DPB Client Services	Mail Size:	8623

To: David Seinfeld
cc: Vanessa Bryant, et al
Subject: Re: The Collins Revocable Trust - 178708275

She used to be a client of Kathy Attai and also Lori Graf - she is a S. African princess - she travels extensively - she has not been a client of Lori's for several years.

David Seinfeld on 04 Feb 2003 09:12

David Seinfeld on 04 Feb 2003 09:12

Note
04 Feb 2003 09:12

From:	David Seinfeld	Tel:	310-281-4251
Title:	Senior Vice President	Location:	Beverly Hills, CA
WorkGroup:	Dom Private Banking	Mail Size:	7936

To: Les Chang, et al
cc: Vanessa Bryant
Subject: Re: The Collins Revocable Trust - 178708275

Is this your client? Please respond to Vanessa

---------- Forwarded by David Seinfeld/HBUS/HSBC on 02/04/2003 09:09 AM ----------

HSBC-PSI 037106

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 941

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00582 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.104

HSBC

= Redacted by the Permanent Subcommittee on Investigations

REGULAR CHECKING
Statement of Account
Account Number 178-70827-5

35

January 1, 2003 - January 31, 2003
Page 1 of 2

THE COLLINS REVOCABLE TRUST 32-178
11718 BARRINGTON CT # 712
LOS ANGELES CA 90049-2930

Questions?
Call 800-975-4722 or write:
HSBC
Domestic Private Banking
445 North Bedford Drive
Beverly Hills, California 90210

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STATEMENT SUMMARY

SUMMARY OF ACTIVITY FOR THE PERIOD 01/01/03 TO 01/31/03 DATE OF LAST STATEMENT WAS 12/31/02

YOUR BALANCE ON 12/31/02 WAS	9,194.15
THERE WERE CHECKS AND OTHER SUBTRACTIONS	-34,589.98
THERE WERE DEPOSITS AND OTHER ADDITIONS	28,976.00
YOUR BALANCE ON 01/31/03	3,580.17

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
01/02/03	PAYMENT TO MORTGAGE JIT PMT [redacted]	1,288.31		
01/02/03	CHECK #1796	700.00		7,205.84
01/03/03	CHECK #1793	85.00		7,120.84
01/06/03	CHECK #1790	1,400.00		
01/06/03	CHECK #1791	500.00		
01/06/03	CHECK #1795	35.00		5,185.84
01/07/03	CHECK #1794	250.00		
01/07/03	CHECK #1798	250.00		4,685.84
01/10/03	PAYMENT TO MERCEDES BENZ-PAYMENT	834.45		
01/10/03	CHECK	500.00		
01/10/03	CHECK #1800	500.00		2,851.39
01/13/03	CHECK #1799	70.00		2,781.39
01/14/03	DEPOSIT		7,000.00	
01/14/03	CHECK #1676	50.00		9,731.39
01/16/03	CHECK #1779	241.00		
01/16/03	CHECK #1797	143.00		
01/16/03	CHECK #1778	108.00		9,239.39
01/17/03	DEPOSIT		2,000.00	
01/17/03	CHECK #1827	5,208.80		
01/17/03	CHECK #1828	1,000.00		5,030.59
01/22/03	53RECD FED KBC BANK NY NYC*ORG:SOFINPAR SPRL,ALLEE LEOPO LD GOEBEL 4*OGB:KBC BANK N.V.,B-1080 BRUSSELS, BELGIUM*O BI:OAMUSD20000,*BBI:/ORDERRES/LU /BENEFRES/US $24.00 FEE DEDUCTED KRED REF:[redacted]TFEDSEQ:[redacted] 61*TIME:1119*YR REF:*[redacted]		19,976.00	
01/22/03	PAYMENT TO DIRECTV-DIRECTV	350.52		
01/22/03	CHECK #1830	1,000.00		

Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 944

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568402.105

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REGULAR CHECKING
Statement of Account
Account Number 178-70827-5

46

February 1, 2003 - February 28, 2003
Page 1 of 2

THE COLLINS REVOCABLE TRUST 32-178
11718 BARRINGTON CT # 712
LOS ANGELES CA 90049-2930

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STATEMENT SUMMARY

SUMMARY OF ACTIVITY FOR THE PERIOD **02/01/03** TO **02/28/03** DATE OF LAST STATEMENT WAS **01/31/03**

YOUR BALANCE ON **01/31/03** WAS	3,580.17
THERE WERE CHECKS AND OTHER SUBTRACTIONS	-53,264.82
THERE WERE DEPOSITS AND OTHER ADDITIONS	54,952.00
YOUR BALANCE ON **02/28/03**	5,267.35

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
02/03/03	DEPOSIT		20,000.00	
02/03/03	CHECK #1852	700.00		
02/03/03	CHECK #1804	343.25		
02/03/03	CHECK #1801	229.48		
02/03/03	CHECK #1805	212.50		
02/03/03	CHECK #1846	100.00		
02/03/03	CHECK #0130	20.00		21,974.94
02/04/03	CHECK #1806	900.00		
02/04/03	CHECK #1802	250.00		
02/04/03	CHECK #1803	100.00		20,724.94
02/05/03	CHECK #1854	10,505.00		
02/05/03	CHECK #1853	2,000.00		
02/05/03	CHECK #1851	100.00		8,119.94
02/06/03	CHECK #1807	250.00		7,869.94
02/07/03	PAYMENT TO ATT WS-ATT WS	119.39		7,750.55
02/10/03	33RECD CHIP KBC BANK NV*ORG:SOFINPAR SPRL,ALLEE LEOPOLD GOEBEL 4*OGB:KBC BANK NV,1080 BRUSSELS, BELGIUM*OBI:OAMU SD20000,*BBI:/ORDERRES/LU /BENEFRE S/US $24.00 FEE DEDUCTED*RPCHIPSEQ [redacted]TIME:1107*YR REF:*MMB REF[redacted]		19,976.00	
02/10/03	CHECK #1855	1,751.39		
02/10/03	CHECK #1808	600.00		
02/10/03	CHECK #1856	132.00		
02/10/03	CHECK #1857	33.00		25,210.16
02/11/03	CHECK #1810	400.00		
02/11/03	CHECK #1811	250.00		24,560.16
02/12/03	CHECK #1725	4,712.54		

Please examine your statement at once. For your convenience, instructions for balancing your account are included.

If you change your address, please notify your branch office of your new address. All deposited items are credited subject to final payment.

HSBC Bank USA

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 944

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568402.106

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THE COLLINS REVOCABLE TRUST

REGULAR CHECKING
Statement of Account
Account Number 178-70827-5

February 1 , 2003 - February 28, 2003
Page 2 of 2

TRANSACTION DETAIL

DATE POSTED	DESCRIPTION OF TRANSACTIONS	CHECKS AND OTHER SUBTRACTIONS	DEPOSITS AND OTHER ADDITIONS	BALANCE
02/12/03	CHECK #1812	500.00		
02/12/03	CHECK #1809	405.94		18,941.68
02/13/03	CHECK #1815	461.47		
02/13/03	CHECK #1813	234.86		
02/13/03	CHECK #1814	157.71		18,087.64
02/14/03	CHECK #1859	4,718.65		
02/14/03	CHECK #1860	517.44		12,851.55
02/18/03	CHECK #1861	985.00		11,866.55
02/19/03	CHECK #1823	3,539.80		
02/19/03	CHECK #1816	1,000.00		
02/19/03	CHECK #1822	712.00		
02/19/03	CHECK #1862	275.50		
02/19/03	CHECK #1858	186.60		
02/19/03	CHECK #1818	150.46		
02/19/03	CHECK #1863	29.28		5,972.91
02/20/03	CHECK #1864	1,007.48		4,965.43
02/21/03	33RECD CHIP KBC BANK NV*ORG:SOFINPAR SPRL,ALLEE LEOPOLD GOEBEL 4*OGB:KBC BANK NV,1080 BRUSSELS, BELGIUM*OBI:OAMU [redacted]*BBI:/ORDERRES/LU /BENEFRE S/US $24.00 FEE DEDUCTED*RPCHIPSEQ [redacted]*TIME:1116*YR REF:*MMB REF:[redacted]		14,976.00	
02/21/03	CHECK #1817	2,000.00		
02/21/03	CHECK #1824	640.00		
02/21/03	CHECK #1825	600.00		16,701.43
02/24/03	CHECK #1819	508.00		
02/24/03	CHECK #1844	150.00		16,043.43
02/25/03	CHECK #1871	10,000.00		
02/25/03	CHECK #1870	50.00		5,993.43
02/26/03	CHECK #1869	500.00		
02/26/03	CHECK #1868	210.01		
02/26/03	CHECK #1867	16.07		5,267.35

ITEMS PAID ON THIS STATEMENT:

NUMBERED CHECKS:

#0130 .....20.00	#1725 .....4,712.54 *	#1801 .....229.48 *	#1802 .....250.00
#1803 .....100.00	#1804 .....343.25	#1805 .....212.50	#1806 .....900.00
#1807 .....250.00	#1808 .....600.00	#1809 .....405.94	#1810 .....400.00
#1811 .....250.00	#1812 .....500.00	#1813 .....234.86	#1814 .....157.71
#1815 .....461.47	#1816 .....1,000.00	#1817 .....2,000.00	#1818 .....150.46
#1819 .....508.00	#1822 .....712.00 *	#1823 .....3,539.80	#1824 .....640.00
#1825 .....600.00	#1844 .....150.00 *	#1846 .....100.00 *	#1851 .....100.00 *
#1852 .....700.00	#1853 .....2,000.00	#1854 .....10,505.00	#1855 .....1,751.39
#1856 .....132.00	#1857 .....33.00	#1858 .....186.60	#1859 .....4,718.65
#1860 .....517.44	#1861 .....985.00	#1862 .....275.50	#1863 .....29.28
#1864 .....1,007.48	#1867 .....16.07 *	#1868 .....210.01	#1869 .....500.00
#1870 .....50.00	#1871 .....10,000.00		

* GAP IN PAID CHECK SEQUENCE

OTHER ITEMS:

119.39

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11-851-000-1 Rev. 11/04

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568402.107

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HSBC

Note
10 Feb 2003 12:30

From:	Peter Javier	Tel:	212-525-6001
Title:	Vice President	Location:	452 5th Ave, Floor 07
WorkGroup:	Legal Department	Mail Size:	4729

To: **Michael Ellis**

Subject: Another Name

---------- Forwarded by Peter Javier/HBUS/HSBC on 02/10/2003 12:31 PM ----------

Note
10 Feb 2003 12:25

From:	Susan Hoggarth	Tel:	310-281-4217
Title:	First Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	1455

To: **Peter Javier**
Subject: Another Name

Peter

I have come across a name that might be related (strong possibility) to the Bongo's in Gabon. Can you help out.

We have an account The Collins Revocable Trust, and the Trustee is Inge Alia Bongo (CA drivers license - issued in 1999). Her passport has her a Inge Lynn Collins (issued in 1991). Her birthday is [redacted]. I understand her husband is a diplomat (getting more from account officer) and she has received a wire from Gabon. Can you check if she has married into the Gabon President's family?

Minister of Defense

Ali

Ali - ben

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 945

HSBC-PSI 037137

ph44585 on D330-44585-7600 with DISTILLER

568402.108

Kathy Attaii/HBUS/HSBC
03/18/2003 03:01 PM

To Susan Hoggarth/HBUS/HSBC@HSBCAMERICAS
cc
bcc
Subject Re: Collins Trus - still open

The account should have been closed. How the hell is it OD?

Susan Hoggarth on 18 Mar 2003 10:41

Susan Hoggarth on 18 Mar 2003 10:41

Note
18 Mar 2003 10:41

From:	Susan Hoggarth	Tel:	310-281-4217
Title:	First Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	1033

To: Kathy Attaii
Subject: Collins Trus - still open

Kathy

The account is still open with an overdraft of $467 - when will it close. This must done ASAP.

Sue

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HSBC-PSI 037104

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 947

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568402.109

Title:	Vice President	Location:	Beverly Hills, CA, Floor Second Floor
WorkGroup:	DPB Client Services	Mail Size:	6928

To: Susan Hoggarth
cc: Noemi Gonzalez, et al
Subject: Re: Inga Collins Trust/ DDA #178-708275

Yes we can. But, before closing it, we need to clear the OD. I will call her today & keep you posted.
Noemi & Barb, could you kindly make sure no more checks are paid on this account.

Thx
Susan Hoggarth on 19 Mar 2003 08:52

Susan Hoggarth on 19 Mar 2003 08:52

Note
19 Mar 2003 08:52

From:	Susan Hoggarth	Tel:	310-281-4217
Title:	First Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	4156

To: Noemi Gonzalez
cc: Kathy Attaii, et al
Subject: Re: Inga Collins Trust/ DDA #178-708275

can we not put a restaint or what have you on this account, such that no additional checks are paid. We need to close this account ASAP.
Noemi Gonzalez on 18 Mar 2003 13:18

Noemi Gonzalez on 18 Mar 2003 13:18

Note
18 Mar 2003 13:18

From:	Noemi Gonzalez	Tel:	310-281-4258
Title:	Vice President	Location:	Beverly Hills, CA
WorkGroup:	Beverly Hills	Mail Size:	1194

To: Kathy Attaii
cc: Barbara Burns, et al
Subject: Re: Inga Collins Trust/ DDA #178-708275

I have not talked to the client, the system automatically paid the check.

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 948

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568402.110

Kathy Attaii/HBUS/HSBC
04/11/2003 11:08 AM

To Susan Hoggarth/HBUS/HSBC@HSBCAMERICAS
cc Shelia Powell/HBUS/HSBC@HSBCAMERICAS, Noemi Gonzalez/HBUS/HSBC@HSBCAMERICAS, Barbara Burns/HBUS/HSBC@HSBCAMERICAS
bcc
Subject Re: Inga Collins/ 178-708275

The OD was covered & the account has been closed.
Susan Hoggarth on 08 Apr 2003 10:07

Susan Hoggarth on 08 Apr 2003 10:07

Note
08 Apr 2003 10:07

From:	Susan Hoggarth	Tel:	310-281-4217
Title:	First Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	4444

To: Kathy Attaii
cc: Shelia Powell, et al
Subject: Re: Inga Collins/ 178-708275

What's happening with this one - it is still overdrawn and therefore open.
Kathy Attaii on 28 Mar 2003 11:42

Kathy Attaii on 28 Mar 2003 11:42

Note
28 Mar 2003 11:42

From:	Kathy Attaii	Tel:	310-281-4293
Title:	Vice President	Location:	Beverly Hills, CA, Floor Second Floor
WorkGroup:	DPB Client Services	Mail Size:	2430

To: Shelia Powell
cc: Susan Hoggarth, et al
Subject: Inga Collins/ 178-708275

Please fax Lucy @ Inga Collins' office @ (310) 573-7830 an activity print-out of the above referenced account showing the check that was presented that overdrew the account. Lucy said that they would cover right away. Noemi/Barbar; please kindly make sure that once the OD is covered, all the restrictions are lifted from the account & that the account is closed.

Thx

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 949

HSBC-PSI 037099

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568402.111

Vanessa Bryant/HBUS/HSBC
02/07/2003 11:22 AM

To Susan Hoggarth/HBUS/HSBC@HSBCAMERICAS
cc
bcc
Subject Re: P&C - GHQ CMP Search 17 - List 1

No match found in these names. There is the Collins revocable trust and the trustees name is Inge Collins Bongo
Susan Hoggarth on 07 Feb 2003 07:48

Susan Hoggarth on 07 Feb 2003 07:48

Note
07 Feb 2003 07:48

From:	Susan Hoggarth	Tel:	310-281-4217
Title:	First Vice President	Location:	Beverly Hills, CA
WorkGroup:	Compliance	Mail Size:	10532

To: Vanessa Bryant
Subject: P&C - GHQ CMP Search 17 - List 1

could you check both EPIC and CIF
---------- Forwarded by Susan Hoggarth/HBUS/HSBC on 02/07/2003 07:45 AM ----------
Valerie Hobden @ HSBC on 07 Feb 2003 12:15

Memo
07 Feb 2003 12:15

From:	Valerie Hobden @ HSBC	Tel:	
Title:		Location:	
WorkGroup:		Mail Size:	3679

To: Susan Hoggarth, et al
cc: Mildred L Johnson, et al
Subject: P&C - GHQ CMP Search 17 List 1

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Not all GHQ CMP Searches are circulated to all areas within the Group.

I would be grateful if you could arrange for searches to be made in your region in order to determine whether any member of the Group maintains any account or other relationship with:

1. El Hadj Omar Bongo (aka Albert Bernard Bongo): Elected President of Gabon since 1967.

2. Any other members of the Bongo family.

It is essential that the search encompasses all Group entities within your area, and that we are able to

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HSBC-PSI 037108

Permanent Subcommittee on Investigations
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568402.112

confirm that returns are comprehensive. We would, therefore, request that you certify, when submitting your consolidated responses, that all Group entities in your area have been covered in your return.

Please respond to Valerie Hobden by 19 February 2003.

Nil returns are required.

Kind regards

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568402.113

VENABLE LLP

575 SEVENTH STREET, NW WASHINGTON, DC 20004
T 202 344 4000 F 202 344 8300 www.venable.com

Raymond V. Shepherd, III
T 202 344 4745
F 202 344 8108
rvshepherd@venable.com

January 29, 2010

Via Electronic Mail

Elise Bean, Esq.
Staff Director and Chief Counsel
Permanent Subcommittee on Investigations
Committee on Homeland Security and
Governmental Affairs
United States Senate
Washington, D.C. 20510-6250

Dear Ms. Bean:

Based on our meeting on January 19, 2010, where staff of the Permanent Subcommittee on Investigations ("PSI" or "Subcommittee") requested certain clarifying information from our client, Mr. Gabriele Volpi ("Mr. Volpi"), we are providing additional narrative answers. This supplements our written December 22, 2009, response to Ms. Stuber. As we discussed, given the February 4th hearing, collecting information responsive to your inquiries in such a short timeframe limits our ability to respond to every question posed by PSI last week. We appreciate your willingness to accept, and incorporate the necessary clarifying information into the PSI report. We will continue to work with the PSI staff to address questions or concerns and will provide additional responses as soon as possible.

We appreciate our discussions we have had regarding the confidential nature of much of this information. For this reason, if the Subcommittee should decide to release any of this information publicly, we request that the Subcommittee notify Mr. Volpi before a release and provide him with the opportunity to discuss the Subcommittee's decision.

We are hopeful that PSI Members and staff will appreciate Mr. Volpi's willingness to assist the Subcommittee with its inquiry by continuing to provide voluntary responses. In addition to our written responses, we are producing three documents, two of which you have requested:

(a) a copy of the Deed of Trust (Blind Trust) effective July 22, 1999 (Exhibit A);
(b) a copy of a letter from Baker & McKenzie, dated July 29, 1999, opining on the sufficiency of the Blind Trust (Exhibit B); and
(c) a report that more fully describes the business activities of Orlean Invest Holding Ltd. (formerly Orlean Invest Holding SA) (hereafter, "Orlean Invest") (Exhibit C).

We now respond to certain questions posed during our January 19, 2010 meeting.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 981

PSI-Volpi-03-00001

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568402.114

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1) Why is the Guernsey Trust Company (Nigeria) Limited ("Guernsey Trust Co.") named "Guernsey" if it is a Nigerian company?

The name of the Guernsey Trust Co. does not refer to the island of Guernsey or other real property. The Guernsey Trust Co. is merely a name for the trust company, and there is no special significance to this name.

2) Does the Blind Trust meet the legal requirements for trusts in Nigeria?

Yes, it is our understanding that Atiku Abubakar's trust meets the legal requirements of a blind trust in Nigeria.

The Blind Trust: In 1999, when Mr. Abubakar became Vice President of Nigeria he responded to the public policy concern that his private stock holdings should not influence his conduct of government business. To accomplish this goal, Mr. Abubakar executed a Deed of Trust (Blind Trust) effective July 22, 1999 (Exhibit A) creating a blind trust ("Blind Trust"). Upon execution, Mr. Abubakar relinquished control over the assets placed in the Blind Trust. The assets were shares constituting a 16% holding of the issued share capital of Intel Services (Integrated Logistics Services) Limited. Orlean Invest was the trustee for the Blind Trust. Mr. Abubakar declared his interest in the Blind Trust's asset in the appropriate public register in Nigeria.

Consistent with a July 1999 legal opinion from Baker & McKenzie (Exhibit B), the Blind Trust met the non-statutory codes of practice and conduct observed in the United Kingdom, and by extension the Republic of Nigeria, a former British colony territory aspiring to attain similar standards.

The Guernsey Trust Co.: The Guernsey Trust Co. is the current trustee of the Blind Trust. The Guernsey Trust Co. was incorporated on October 9, 2003, and it replaced Orlean Invest as the trustee for the Blind Trust. On October 14, 2003, by Deed of Declaration dated October 15, 2003, the Blind Trust acquired shares constituting 16% of the issued share capital of Orlean Invest and the Blind Trust's 16% holding of the issued share capital of Intel Services (Integrated Logistics Services) Limited reverted to Orlean Invest. The Guernsey Trust Co. holds legal title to the assets of the Blind Trust.

In order to comply with the highest levels of transparency and ethical conduct, the Trustee and Mr. Abubakar sought advice of counsel with regard to the use of the Blind Trust. According to a July 2003 legal opinion from SJ Berwin, a law firm based in the United

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Kingdom, the vesting of a 16% share interest in Orlean Invest in the Blind Trust was appropriate for compliance with the public policy concern discussed above for elected officials in Nigeria, which the firm noted was comparable to conduct observed by elected officials in the United Kingdom.

According to a July 2003 legal opinion from Ajumogobia & Okeke, Nigerian counsel, the trust model is a legal concept recognized and widely used in Nigeria. Under Nigerian law, the beneficiary "blinds" himself to how the assets of the trust are managed and the beneficiary relinquishes his right to give binding instructions to the trustee.

3) Can Mr. Abubakar, the beneficiary of the Blind Trust, direct how the monies that flow into the Blind Trust are distributed?

The Blind Trust holds certain assets, in this instance a 16% ownership share in Orlean Invest. As to distributions of dividends generated by the asset held in the Blind Trust, according to the Blind Trust at Section 4: the Trustee "may, in its absolute discretion, if and when dividends are declared and paid on the Property, make distributions (of income or capital) to the Beneficiary or, retain and reinvest such moneys for the Beneficiary in such manner as it in its absolute discretion shall determine." It is not unusual for beneficiaries of blind trusts to make known to the trustees of a blind trust the beneficiary's wishes as to distribution of dividends or earnings from the assets of a trust. To the extent that Mr. Abubakar could make a request or suggestion to the Trustee as to the distribution of income derived from the assets, the Trustee retains the authority under terms of the Blind Trust to determine (a) whether to distribute such earnings at all, and (b) if so, how such earnings are to be distributed.

4) Who is the beneficial owner of the Blind Trust?

In our response to Question 3 in our December 22, 2009 letter, we stated that, "Mr. Atiku Abubakar is the beneficiary of the trust and, thus the beneficial owner of the Guernsey Trust Co., although Guernsey Trust Co. functions as a Blind Trust for the assets held by Guernsey Trust Co., as described more fully above."

To clarify further, as stated in our answer to Question 2 above, as trustee for the Blind Trust the Guernsey Trust Co. is the legal owner of the assets of the Blind Trust. Mr. Abubakar is the beneficiary of the Blind Trust and, thus, the beneficial owner of the assets of the Blind Trust. The Guernsey Trust Co. is the Trustee of the Blind Trust, and has legal ownership of the assets of the Blind Trust. Messrs. Volpi, Uyiekpen Giwa-Osagie, and Akin Kekere-Ekun are the directors and shareholders of the Guernsey Trust Co., and the shareholders of the Guernsey Trust Co. are the legal owners of Guernsey Trust Co.

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5) Is the Guernsey Trust Co. a company that manages several trusts for Mr. Abubakar and others, or is it actually the trust itself?

The Guernsey Trust Co. is the Trustee for the Blind Trust. The Guernsey Trust Co. manages only the assets of the Blind Trust.

6) Is the Blind Trust an actual trust or a bank account for Mr. Abubakar's personal use?

The Blind Trust is an independent trust established by trust documents. While it has the legal status to open or maintain a bank account, it is not, itself, a bank account. The executed Deed of Trust (Blind Trust) effective July 22, 1999 created a legitimate Blind Trust for the benefit of Mr. Abubakar. Please refer to our response in Question 3 for further information.

7) Were Mr. Volpi and Mr. Abubakar in business together before 1989?

No. Mr. Volpi did not have a business relationship with Mr. Abubakar until 1989. Mr. Volpi started NICOTES Services Limited in the early 1980's. In 1989, Mr. Abubakar was invited to be a Director and shareholder of NICOTES Services Limited.

8) Why were funds from LetsGo Limited Inc. and Sima Holding Ltd. sent directly to Mrs. Abubakar in the United States?

In certain instances, LetsGo Limited Inc. and Sima Holding Ltd. transferred funds to Mrs. Abubakar's bank account, the Guernsey Trust Co., and the ABTI-American University in Nigeria ("AUN"). The funds transfers related to one or more of three reasons:

(a) First, some payments related to a moral agreement by Mr. Volpi with Mr. Abubakar to acknowledge Mr. Abubakar's financial interests in NICOTES Services Ltd. and NICOTES West Africa Services Ltd. Through the actions of the dictator General Abacha in 1995, Mr. Abubakar was required to flee Nigeria to avoid political persecution and was stripped of his financial interests in NICOTES Services Ltd. and NICOTES West Africa Services Ltd. In 1995, Mr. Volpi made a moral agreement with Mr. Abubakar to restore Mr. Abubakar's forfeited financial interest as soon as the political circumstances would permit (even a written agreement reflecting this moral commitment was not possible given the dangerous political environment in Nigeria at the time). After the dictator General Abacha died in 1998, Mr. Abubakar felt that it was safe enough for him to return to his homeland. In 1999, Mr. Volpi and Mr. Abubakar agreed that Mr. Abubakar could reclaim a 16% holding of the issued share capital of Intel Services (Integrated

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568402.117

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Logistics Services) Limited, a Nigerian company and the successor to NICOTES West Africa Services, Ltd., although they did not believe the still-uncertain political climate permitted fully restoring Mr. Abubakar to his financial interests in the non-Nigerian companies. In 2003, Mr. Volpi and Mr. Abubakar agreed to reinstate Mr. Abubakar's full financial interest.

(b) Second, certain payments were made pursuant to a Credit Facility Agreement signed February 2, 2005 between LetsGo Limited Inc. and the Guernsey Trust Co. The purpose of that Credit Facility was to provide a line of credit to the Trust, secured by the assets and earnings held by the Guernsey Trust Co. The Blind Trust has drawn on the Credit Facility, and some repayments have been made out of the Blind Trust to LetsGo Limited Inc.

(c) Third, certain payments were made pursuant to a Credit Facility Agreement dated October 14, 2005 between Mr. Volpi and AUN, for support of the activities of AUN. Please see our answer to Question 11 for a more detailed explanation of Mr. Volpi's relationship to AUN.

9) What was the purpose of the swap of shares constituting 16% of the issued share capital of Intel Services (Integrated Logistics Services) Limited for 16% of the issued share capital of Orlean Invest?

As we stated in our December 22, 2009 response to Question 2, "By 2003, Orlean [Invest] had grown considerably and the Board decided to review and re-organize its corporate ownership structure to reflect more transparently the different beneficial interests in Orlean [Invest] and its operating companies." An aspect of the "different beneficial interests in Orlean [Invest]" was Mr. Abubakar's original interest in NICOTES Services Ltd. and NICOTES West Africa Services Ltd. that, as stated above, through the actions of General Abacha was unceremoniously divested from him in 1995 when Mr. Abubakar had to flee Nigeria. The 2003 swap was intended to reinstate Mr. Abubakar's full rightful ownership interest.

10) Why is Akin Kekere-Ekun the third director/trustee for the Guernsey Trust Co.?

Mr. Kekere-Ekun was appointed a director/trustee of Guernsey Trust Co. because of his professional capacities in banking, his reliability and relationship with Mr. Abubakar.

11) What is Mr. Volpi's Relationship to AUN? Did Mr. Volpi personally make contributions to AUN?

Mr. Volpi has had a long-standing commitment to the development and improvement of higher education in his adopted home, Nigeria. Specifically, Mr. Volpi has served on the Board of Trustees of AUN since 2004, and he serves as chairman of the Investment, Finance and

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Fundraising Committee of the Board of Trustees. In addition, Mr. Volpi has made a substantial personal financial commitment to AUN, as reflected in the Credit Facility between Mr. Volpi and AUN, referred to above, and substantial donations made by Mr. Volpi directly to AUN or for AUN's benefit.

* *

Mr. Volpi will continue to work with you to respond to this inquiry. If you have any questions, please do not hesitate to contact me at (202) 344-4745. Thank you in advance for your consideration.

Sincerely,

Raymond Shepherd III /WW

Raymond V. Shepherd, III

Attachments

cc: Robert Roach, Esq.
Laura Stuber, Esq.
Justin Rood

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Responses to PSI Follow-up Questions in
E-mail from PSI Staff dated August 6, 2008
Intels

Response to PSI Staff (Laura Stuber) e-mail to ExxonMobil (Anne McAdams) dated August 6, 2008:

1 *With regard to the following companies: Intels West Africa Ltd. and Intels Nigeria Ltd.:*

a) *Please provide Exxon's updated payments to these companies for 2006 and 2007.*

Response: The table below has payments for 2006, 2007, and 2008 (through September). The Intels contracts were renewed in 2007. The 2007 payments include advance payment for a five year lease of port and residential facilities, equal to $109M, refundable if the lease is cancelled.

PAYEE	2006 USD	2007 USD	2008 (through Sept.) USD
INTEL WEST AFRICA LTD	10,170,959.43	9,460,437.42	8,013,785.32
INTELS NIGERIA LTD	98,768.72	281,406.69	813,084.78
INTEL WEST AFRICA LTD	37,429,643.95	118,776,151.71	29,862,791.83
INTELS NIGERIA LTD	406,472.15	22,236,104.99	7,898,653.11
TOTAL	48,105,844.25	150,754,100.81	46,588,315.04

b) *In previous conversations with the Subcommittee, Exxon noted that Atiku Abubakar possessed a 16% ownership interest in the above two companies. Please clarify. Specifically, does Mr. Abubakar own 16% of each company, or does Mr. Abubakar own 16% of both companies put together? In addition, does Mr. Abubakar currently possess a 16% ownership interest in the above two companies?*

Response: To the best of our knowledge, Mr. Abubakar owned a 16% interest in Intels Services (Integrated Logistics Services) Ltd. On information and belief, Intels Services had an affiliate or joint venture relationship with Intels West Africa Ltd. and Intels Nigeria Ltd. In 1999, Mr. Abubakar's interest in Intels Services Ltd. was placed in a blind trust that was designed to end when he no longer held any public office. In 2003, we believe his interest in Intels Services was exchanged for an interest in Orlean Invest Holdings Ltd. Mr. Abubakar's shares were still in the blind trust in 2006.

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Page 2 of Response to PSI Staff (Laura Stuber) e-mail to ExxonMobil (Anne McAdams) dated August 6, 2008:

c) *Please clarify whether the monetary amounts listed in the chart on page 28 were paid to Intels West Africa Ltd. and Intels Nigeria Ltd., or whether those amounts were the amounts paid to Mr. Abubakar based on his ownership. If known, please provide the payments Mr. Abubakar received from these companies.*

Response: The payments listed in the referenced chart and the payments set out above were made by ExxonMobil's local affiliate to Intels West Africa Ltd. and Intels Nigeria Ltd. in accordance with the terms of the contracts with those companies. None of these payments were made to Mr. Atiku Abubakar. We have no knowledge of any financial arrangements between those companies and Mr. Abubakar.

d) *Please describe whether or not Mr. Abubakar still holds an interest in the preceding two companies via a blind trust. If he does not hold an interest via a blind trust, please explain*
   - *i) when and why he stopped holding such an interest via blind trust*
   - *ii) whether he owns any other interest*
   - *iii) his role with regard to the companies*

Response: We do not know whether Mr. Abubakar still holds an interest in Intels via the blind trust. The blind trust was designed to end when Mr. Abubakar no longer held any public office, and we are not aware that he currently holds any such office. Mr. Abubakar has no apparent role in the operations of Intels West Africa Ltd. or Intels Nigeria Ltd.

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Attachment 5 - (Nigeria) - Question 6

Question # 6 - Please identify any monetary or non monetary remuneration provided (directly or indirectly) to any senior foreign political figure, family member of such figure, or entity owned or controlled by such persons. For each instance of such remuneration, please provide the following information:

(Relevant information includes, but is not limited to, any payment made for real estate, rental property, business, humanitarian, charitable, or other purpose. For recurrent payments, please provide one description of the related payments, the payment schedule, and the approximate aggregate amount paid to date.)

This response is provided for the ExxonMobil operating subsidiaries in Nigeria:

Mobil Producing Nigeria Unlimited (MPN)
Esso Exploration and Production Nigeria Limited (EEPN), and
Mobil Oil Nigeria Plc (MON)

Attachment 5a - (Nigeria) Payments to senior foreign political figures, their relatives, or entity owned or controlled by such persons

Attachment 5b - (Nigeria) Employees that are relatives of senior foreign political figures

Attachment 5c - (Nigeria) Scholarships granted to relatives of senior foreign political figures

Attachment 5d - (Nigeria) Hosting and gifts for senior foreign political figures or their relatives

All amounts are in U.S. Dollars

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Attachment 5a (Nigeria)
Sets forth payments to senior foreign political figures, relatives, or entity owned or controlled by such persons

Name	2000	2001	2002	2003	2004	2005	Description of Payment	Relationship
Intels West Africa Ltd.	0	593,701	1,892,424	459,756	3,971,570	6,187,147	EEPN payments to vendor for port services and logistics	Atiku Abubakar (Nigerian Vice President) holds an interest in affiliate of vendor via blind trust
Intels Nigeria Ltd.	0	23,442	277,568	78,468	125,523	89,178	EEPN payments to vendor for port services and logistics	Atiku Abubakar (Nigerian Vice President) holds an interest in affiliate of vendor via blind trust
Intels West Africa Ltd.	6,327,943	31,112,686	15,917,387	14,761,723	13,620,580	30,247,542	MPN payments to vendor for port services and logistics	Atiku Abubakar (Nigerian Vice President) holds an interest in affiliate of vendor via blind trust
Intels Nigeria Ltd	751,235	1,493,866	1,754,106	1,052,371	485,178	309,307	MPN payments to vendor for port services and logistics	Atiku Abubakar (Nigerian Vice President) holds an interest in affiliate of vendor via blind trust
Udo Udoma & Belo-Osagie	23,312	0	26,386	0	5,791	6,081	MPN payments for legal services	Senator Udoma Udo Udoma is partner in firm

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Name	2000	2001	2002	2003	2004	2005	Description of Payment	Relationship
BHN Plc	0	0	0	23,947	61,535	49,445	MON payments to vendor for maintenance of truck fleet	Chief Rasheed Gbadamosi (Chrm. of Petroleum Products Pricing Regulatory Authority since 2004) is Chrm. of BHN; 2003 contract entered before Gbadamosi became PPPRA Chairman
Eyinnaya Ogbulafor	9,814	0	0	22,727	0	0	MON lease payments to landowner for MON service station in Abia State	Brother of Vincent Ogbulafor (former Minister of Economic Planning 2000-2003)
Edward Asimini William Dappa-Pepple	0	0	0	0	0	2,963	MPN payment for repair of vehicle used for official government business	King of Bonny, Chairman of Council of Traditional Rulers

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Effective Date: 22 July 1999

DEED OF TRUST
(BLIND TRUST)

Permanent Subcommittee on Investigations
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DEED OF TRUST
(BLIND TRUST)

EFFECTIVE DATE: 22 July 1999

PARTIES:

(1) **Orlean Invest Holding SA** c/o Intels Logistics Management Limited, of 14 Grosvenor Crescent, London SW1X 7EE (the "Trustee"); and

(2) **Mr Atiku Abubakar** of Abuja Nigeria (the "Beneficiary").

RECITALS

A. The Trustee and the Beneficiary each have investment interests, directly or indirectly, in the trading company specified in the Schedule.

B. In view of his appointment to office as Vice President of the Federal Republic of Nigeria the Beneficiary wishes to enter into this Deed of Trust with the Trustee so that the Beneficiary appropriately distances himself from the ownership and management of his investment interest specified in the Schedule, ("the Property") for so long as he holds government office.

OPERATIVE PROVISIONS

1. **Definitions and construction**

In this Deed, where the context admits, the following definitions and rules of construction shall apply.

1.1 The "Trust Fund" shall mean the Property and all, rights and property derived from the Property from time to time.

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1.2 The "Retention Period" shall mean the period commencing on the date of this Deed and ending on the earlier of the death of the Beneficiary and the date when the Beneficiary ceases to hold government office in Nigeria.

1.3 The expression "Trustee" shall, where the context admits, include the trustee or trustees for the time being of the Trust Fund.

1.4 Words denoting the singular shall include the plural and vice versa.

1.5 Words denoting any gender shall include both the other genders.

1.6 References to any statutory provision shall include any statutory modification or re-enactment of such provision.

1.7 The table of contents and clause headings are included for reference only and shall not affect the interpretation of this Deed of Trust.

2. **Trust of the Trust Fund**

The Trustee hereby declares and agrees to hold the capital and income of the Trust Fund in trust for the Beneficiary during the Retention Period. Accordingly the Trustee holds the Property upon trust as provided in this Deed. The Trustee shall have the power, at its discretion to sell mortgage or otherwise deal with the Property without prior notice to or consultation with the Beneficiary during the Retention Period.

3. **Trust Administration Expenditure**

The Trustee shall be entitled to deduct from any income of the Trust Fund or from its capital or the proceeds thereof all costs, claims or expenses which may from time to time be incurred by it in relation to its administration of the trusts declared by this Deed or any dealings with the Trust Fund.

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4. **Trustee's Discretion over Distribution**

The Trustee may, in its absolute discretion, if and when dividends are declared and paid on the Property, make distributions (of income or capital) to the Beneficiary or, retain and reinvest such moneys for the Beneficiary in such manner as it in its absolute discretion shall determine.

5. **Limits of Trustee Responsibility**

5.1 In the execution of these trusts neither the Trustee nor any of its officers or directors shall be liable to the Beneficiary for any loss to the Trust Fund arising by reason of

(a) any reduction in the value of the Trust Fund arising from the conduct (innocent, negligent fraudulent or otherwise) on the part of any agent employed by the Trustee; or

(b) any act or omission in dealing with the Trust Fund made in good faith, by an officer or director of the Trustee; or

(c) any other matter or thing, except personal conscious dishonesty or fraud on the part of an officer or director of the Trustee.

5.2 The Beneficiary hereby covenants with the Trustee fully and effectually to indemnify it in respect of all costs, claims, and expenses in respect of the Trust Fund and its administration and dealings with the Trust Fund.

6. **Trustee's Powers in relation to the Property**

6.1 The Trustee shall have all the powers of a beneficial owner in relation to the Property during the Retention Period.

6.2 Documents of title to the Property shall promptly after execution of this Deed be registered in such name or names other than the Beneficiary, and dealt with in such manner as the Trustee may think proper for the purposes of safe custody of such

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documents of title and control by the Trustee of the Property. The Beneficiary shall do such acts and things as are necessary on his part to give effect to this control of the Property by the Trustee.

6.3 The Trustee may from time to time do such things as it considers necessary for the property and efficient administration of the Property to assist the proper observance of applicable reporting obligations on the Beneficiary as beneficial owner of the Property, the Trustee shall liaise as needed with professional advisers of the Beneficiary to ensure inclusion in all Trustee's required returns (taxation or otherwise) of such information in respect of the Property as, by law must be included in any such required return.

7. **Trustee's Power to appoint agents and delegate**

7.1 The Trustee may, in its absolute discretion as it deems necessary or expedient instead of acting personally, employ (and pay at the expense of the capital or income of the Trust Fund), any agents in any part of the world, whether accountants, solicitors, brokers, banks, trust companies or other agents (but not the Beneficiary during the Retention Period). The Trustee shall not be personally responsible for any default of any agent if employed by the Trustee in good faith, in transacting any business or doing any act in the execution of these trusts, including (without prejudice to the generality of this clause) the receipt of any payment of money, the execution of any documents and the holding of any securities, property or documents.

7.2 The Trustee may delegate to any person other than the Beneficiary during the Retention Period the operation of any bank, building society or other account in relation to the Trust Fund.

7.3 The Trustee may by deed or other instrument in writing delegate to any person other than the Beneficiary the exercise of all or any of the trusts, duties powers, and discretions conferred or imposed on the Trustee in this Deed (other than the power of delegation conferred by this clause), notwithstanding the fiduciary nature of such trusts, duties, powers and discretions.

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8. **Liaison Powers of The Trustee**

The Beneficiary shall notify this Declaration of Trust to his accountants or other professional advisers with authority for them to arrange for appropriate returns and the payment of any taxes which may become due during the Retention Period in respect of the Beneficiary's interests in the Trust Fund.

9. **Governing Law**

This Deed is governed by the law of the Republic of Nigeria. In the absence of clear Nigerian legal authority on any aspect of interpretation of the subject matter of this Deed, pertinent laws, regulations and standards applicable in the United Kingdom of Great Britain and Northern Ireland shall be applied.

10. **Duration/Termination Provisions**

This Deed shall take effect from the Effective Date and shall operate for so long as the Beneficiary holds Government office in the Republic of Nigeria. Upon the Beneficiary ceasing to hold such public office, the Trustee shall transfer the ownership of record and management of the investment interest specified in the Schedule to the Beneficiary or as the Beneficiary shall designate at that time.

Executed as a Deed by the Trustee

Director	Director/Secretary	30 July 1999 Date

Executed as a Deed by the Beneficiary

	8th August 1999 Date

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THE SCHEDULE

The Investment:

Shares in Intel Services (Integrated Logistics Services) Limited, a Nigerian Company.

The beneficial ownership interest of the Beneficiary (the Property):

The shares (constituting a 16% holding in the issued share capital of Intel Services (Integrated Logistics Services) Limited are registered at the date of the Deed in the name of the Trustee but held on behalf of the Beneficiary, subject to the terms and conditions of the Deed

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BAKER & McKENZIE

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OUR REF: AH/jmc

DIRECT LINE: 0171-919 1796

YOUR REF:

Mr Atiku Abubakar of Abuja Nigeria

and

29 July 1999

Orlean Invest Holding SA
c/o Intels Logistics Management Limited
14 Grosvenor Crescent
London SW1X 7EE

Dear Sirs

BLIND TRUST DEED - NIGERIA

We have reviewed the form of Deed of Trust (Blind Trust) with Effective Date of 22 July 1999 ("the Blind Trust Deed"). In accordance with your request, this is to confirm our opinion on the matter.

In the United Kingdom, it is an accepted convention that when a business person is appointed to a public office in government, he should take reasonable steps to preclude himself from being influenced in the conduct of his public duties by the personal or business interests that he has at the time he takes up public office. Particularly where the business interests are holdings of shares, directly or indirectly, in privately held companies, he is expected to distance himself from the day-to-day management and responsibility of such holdings. It is recognised that if this is properly done, it is an appropriate way of responding to the public policy interest that his conduct of government business will be discharged without considerations of a personal economic concern. It is also recognised that the taking of an appointment in public service should not require complete divestment by an individual of his business interests and assets. To insist on such a sacrifice would, in all likelihood, constitute

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A list of partners' names is open to inspection at the above address

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too great a disincentive for appropriately qualified citizens to agree to participate and serve in the democratice government of their country.

In the United Kingdom, this aspect of public service is effectively the subject of a non-statutory codes of practice and conduct to be observed by individuals attaining membership of the legislative and executive branches of government.

We understand that as a former British colonial territory, the Republic of Nigeria aspires, in general, to attain standards, for its government service representatives, similar to those which have been followed and codified in the UK as summarised above.

We have reviewed the Blind Trust Deed and we understand that the background to the deed is a desired observance on the part of the Beneficiary with a standard of conduct in public life in Nigeria comparable to that normally observed by an individual undertaking public office in the United Kingdom. It appears to us that the extent to which the Beneficiary has, according to the terms of the Blind Trust Deed, endeavoured to divest himself from day to day influence over the relevant economic interests, shows an appropriate degree of observance has been attained.

Yours faithfully

Baker + McKenzie

BAKER & MCKENZIE

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Giwa-Osagie & ASSOCIATES
Barristers & Solicitors

Plot 983A, Saka Tojo Street, Victoria Island, Lagos, Nigeria | Tel: 234 1 461 9635 6 Fax: 234 1 461 9637
E-mail: giwaw@infoweb.abs.net

11th November 2009.

Christopher B. Mead
London & Meade
1225, 19th Street, N.W.,
Suite 320,.
Washington D. C. 20036,
United States of America.

(By E-mail to: cmead@londonandmead.com)

Dear Mr. Mead,

RE: GUERNSEY TRUST COMPANY NIGERIA LIMITED.

We act on behalf of the above named Guernsey Trust Company Nigeria Limited, a company incorporated and constituted under the laws of the Federal Republic of Nigeria, (hereinafter referred to as "our client").

Our client is a Trust Corporation incorporated on the 9th of October 2003 and empowered pursuant to a Deed of Blind Trust dated 22nd July 1999 ("the Blind Trust") to hold as trustee and manage the assets, business and investments of Atiku Abubakar, a citizen of the Federal Republic of Nigeria, and a former holder of the office of Vice-President of the Federal Republic of Nigeria. At the current time, the principal asset or investment held by our client as trustee for the said Atiku Abubakar is 16% of the shareholding equity in Orlean Invest Holdings Limited, ("Orlean") a company registered under the laws of Panama.

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Prior to July 1999, Atiku Abubakar and Orlean were, together with others, shareholders in Intels Services Limited, a Nigerian registered oil services company. Immediately upon assuming office as Vice-President in May 1999, and with a view to complying with internationally accepted norms and practices whereby a holder of public office adequately and transparently distances himself from investments and holdings he held as a private citizen, Atiku Abubakar caused the setting up of a Blind Trust wherein he placed his shareholding interests in the aforementioned Intels Services Limited. As a result, Atiku Abubakar's beneficial interest in the ownership of 16% of the shareholding in Intels Services Limited became vested in Orlean. As required under Nigerian law, Atiku Abubakar declared and publicly filed this beneficial interest in the Blind Trust's assets.

From 1999 to 2003, Orlean continued to hold and manage Atiku Abubakar's share of interest in Intels Services Limited and the profits generated thereby were utilised in developing new business initiatives and investments, particularly in Nigeria, Angola, Congo (Brazzaville) and the Ivory Coast.

In 2003, Orlean decided to re-organise its corporate ownership structure to reflect, in a more transparent manner, the different beneficial interests comprised in its ownership. As a result, and among other things, Orlean acquired Atiku Abubakar's beneficial interests in Intels Services Limited, for Orlean's benefit, and issued in consideration therefor, 16% of the shares in Orlean to the Blind Trust for the benefit of Atiku Abubakar.

By a Deed of Appointment and Retirement of Trustee made the 10th of October 2003, our client was appointed by Orlean as the new trustee of the Blind Trust and, simultaneously, Orlean retired as trustee of the Blind Trust. Similarly, by a Deed of Declaration made the 15th October 2003, 16% of the shares in Intels Services Limited that formed the assets of the Blind Trust became vested absolutely in Orlean. Simultaneously, 16% of the share capital of Orlean was issued to and became vested in the Blind Trust. Again,

...../3.

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as required under Nigerian law, Atiku Abubakar declared and publicly filed this beneficial interest in the Blind Trust's assets.

Finally, we hereby confirm the names of the beneficial owners and directors of our client (who also serve as the trustees of the Blind Trust) as follows:

1. Mr. Akin Kekere-Ekun.

2. Mr. Uyiekpen Giwa-Osagie.

3. Mr. Gabriele Volpi.

We hope you find the above information satisfactory. Please do not hesitate to contact us in the event that you require any further or other information concerning any of the matters contained herein..

Yours sincerely,

GIWA-OSAGIE & ASSOCIATES.

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JDA
FAMILY TRUST

Kozusko Lahey Harris LLP
1666 K Street, N.W.
Suite 400
Washington, D.C. 20006
202.457.7200

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 993

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JDA Family Trust

By this Document, Merrill Lynch Trust Company, FSB, a federally chartered savings bank, as Trustee declares a trust over $25. For convenience, all of the people and firms that may be Trustee are referred to as the "Trustees." This Document is divided into parts to assist the reader. As a guide to understanding the plan, guiding principles are first stated and then the plan is summarized in an overview. The Document then specifies the details of the plan and ends with technical matters, such as taxes and certain definitions. Also, there are tables at the back that list page references for all headings and captions and most definitions.

Beliefs and Intentions

Purposes of Trust

Property is being contributed to this trust to make gifts to Jennifer Douglas-Abubakar and her family, to promote the well-being of those persons, to preserve and enhance their financial assets, and to offer a framework for family governance.

Managing Wealth

If there are liquid assets or marketable securities in the trust at some point, this trust must provide a plan for distributions. In deciding upon a distribution plan, freedom of choice, individual responsibility, and financial security has been encouraged. These trust funds can and should be used to provide opportunities, beyond just addressing the most pressing needs. The trust funds should also be used to foster productive and satisfying lives, rather than retard ambition, inhibit achievement or lower self-esteem. Achieving these goals will require diligence from the adult beneficiaries as well as the Trustees.

Managing Change

Over the life of the trust and in ways unforeseen, there could be substantial changes in the social and financial environment and in the needs and wants of Jennifer's family. Also viewpoints and goals of different generations may naturally conflict. Accordingly, the plan allows older family members to change trust benefits for younger generations, and authorizes the Trustees to amplify and change administrative provisions if need be.

Trustees' Discretion

In addition, the Trustees are afforded wide latitude over investment policy and trust distributions, but the Trustees must always act impartially and with reasonable care.

Checks and Balances

To guard against abuse of that authority, a Protector is empowered to remove and replace a Trustee. This authority must be used impartially and with reasonable care, and may require the consent of the beneficiaries. To provide more impartiality, a beneficiary is not permitted to serve as a Protector.

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Mediation

To promote harmony and reduce costs, comprehensive procedures have been included in the plan so that disputes may be mediated or otherwise resolved outside of court whenever possible.

Beneficiary Education

The Trustees should inform the beneficiaries about the terms of the trust, the trust property, and the trust's impact on them. This education process should be regular and continuous and should start at the earliest age the Trustees reasonably believe a beneficiary is responsible enough to understand and appreciate the information.

Financial Strategies

All the current investment ideas and tax planning techniques that might usefully be employed in the future have not been spelled out because those current ideas will soon be outdated, particularly tax strategies. Instead, the Trustees, and Jennifer's family should always be well versed in tax, investment and other financial matters and should seek regularly the appropriate advice of experts.

Tax Results

It is understood that the trust is to pay income taxes on the trust's income and gains for the foreseeable future. Although the plan takes into account tax considerations, and the Trustees should do so as well when making decisions, trusts provide benefits beyond reducing taxes. For example, a trust may begin or continue even if wealth transfer taxes have been repealed.

Protecting Against Creditors

The plan provides that a beneficiary may not sell or assign his or her interests in a trust, for example to creditors or others. Additionally, a beneficiary's interest may be terminated in response to a serious threat of it being diverted to unintended purposes.

Overview of The Plan

Flexible Irrevocable Trust

This is an "irrevocable trust," yet it is written to be flexible and adjust to change.

Initial Trust

Until Jennifer's death, the trust will be used for the *support* and *best interests* of her children and her. Upon her death, the trust will split into trusts for her children and other descendants. Nonetheless, at her death, she may choose to leave the trust property to charity or to certain members of her family in different ways or amounts.

Separate Trusts for Jennifer's Children

During a child's life, his or her trust may be used to provide support for the child and his or her spouse and children, and to pay for broader purposes the Trustees consider appropriate. A child's trust will continue until he or she reaches age 35, but if he or she dies before the final distribution, he or she will have the power to redirect the trust benefits among a broad class of persons or entities.

Reasons for Distributions

The trust funds are intended to relieve the pressures of financial necessity and open up opportunities, rather than simply encourage more spending. In

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making distributions for the "*support*" and "*best interests*" of the beneficiary, the Trustees should consider the priorities and intentions expressed in this Document in interpreting those terms.

Investment Decisions

Wide discretion is provided in the selection of investments because the available opportunities and forms of investments change over time. Moreover, wealth preservation requires attention to further wealth creation, and this may justify some sacrifice of diversification and liquidity, depending on the circumstances at the time.

Help for Trustees

Individual Trustees are expected to arrange for professional custody, accounting and investment advice, either by appointing a professional co-trustee or by purchasing the appropriate services from providers of the Trustees' choice.

Naming of Protector

Jennifer Douglas-Abubakar has been appointed as initial Protector because she will select a successor Protector wisely.

Pooling of Resources

The trusts for different branches of Jennifer's family may be administered separately from each other because the head of each family branch should be able to act in his or her own family's interest. Nonetheless, her extended family may likely benefit if it pools financial, intellectual and emotional resources. The plan therefore contemplates joint activities among trusts.

Details of The Plan

Overriding Rule

No Right to Change

No donor of property shall have the right to amend or revoke this Document in any way or to exercise any rights, powers and incidents of ownership in any policies of insurance owned by any trust created under this Document.

Family Trust

Caring for Family

Until property held under the heading "Family Trust" is divided, it shall be used for the *support* and *best interests* of Jennifer and her descendants, as the Trustees decide.

Changing Trust Benefits

On Jennifer's death, property governed under the heading "Family Trust" shall pass as she may direct to or for the benefit of one or more of her descendants, their spouses and surviving spouses, and charities, in any proportions, in trust or free of trust, and with any specified conditions and powers.

Subdividing Trust

On Jennifer's death, and except to the extent she has directed elsewhere, property held under the heading "Family Trust" shall be:

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- divided into equal shares among Jennifer's children if all of Jennifer's children are living at that time;
- if a child of hers has died before then, divided into shares among her living descendants *by representation* as defined under the heading "Important Terminology"; or
- if she has no then living descendants, divided as provided under the heading "Secondary Beneficiaries".

After this division, each share shall become a separate trust for the person for whom it was set aside which shall be administered under the heading "Trusts for Descendants". To make the following provisions easier to understand, the term "Key Beneficiary" is used to refer to the child or other descendant for whom a share was set aside.

Trusts for Descendants

Trust for a Descendant

Each trust for a Key Beneficiary shall be used for the *support* and *best interests* of him or her and his or her spouse, children, and other descendants, as the Trustees decide, until that Key Beneficiary attains age 35, at which time the trust property shall be paid outright to the Key Beneficiary.

Changing Benefits of a Trust

Upon the death of a Key Beneficiary prior to this outright distribution, his or her trust shall pass as he or she may direct to or for the benefit of one or more individuals or organizations (except the Key Beneficiary, his or her estate, his or her creditors, or the creditors of his or her estate), in any proportions, in trust or free from trust, and with any specified conditions and powers.

Enlarged Power to Change a Trust

A Key Beneficiary may also direct, at death, assets of his or her trust to the creditors of the Key Beneficiary's estate but only to the extent an Independent Trustee decides, with the Protector's consent, to make this enlarged power available to the Key Beneficiary. This enlarged power may be granted only if the Independent Trustee believes that doing so may save wealth transfer taxes and would not be clearly inconsistent with Jennifer's beliefs and intentions. Also, this enlarged power may be granted or revoked at any time only by a writing or writings filed with the trust records during the Key Beneficiary's life by the Independent Trustee. A Trustee is "Independent" if the Trustee could make a distribution to the Key Beneficiary without being restricted by the limitations under the caption "Limits on Trustee Powers".

Division of a Trust

The part of a Key Beneficiary's trust not directed elsewhere shall be divided at his or her death into shares among:

- the living descendants of the Key Beneficiary; but if none,
- the living descendants of the Key Beneficiary's parent who is also Jennifer's descendant; but if none,

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- the Key Beneficiary's living parent who is also Jennifer's descendant; but if none,
- the living descendants of the Key Beneficiary's nearest lineal ancestor who is also Jennifer's descendant; but if none,
- the Key Beneficiary's nearest living lineal ancestor who is also Jennifer's descendant; but if none,
- Jennifer's living descendants.

These divisions shall be made in shares *by representation*. Whether a person is living shall be determined as of the Key Beneficiary's death. Each share shall be held as a separate trust under the heading "Trusts for Descendants" for the person for whom it was set aside, who shall be treated as the Key Beneficiary for that trust.

Secondary Beneficiaries

If No One Else

Any trust property that is not disposed of under this Document upon the happening of any contingency shall to that extent be distributed as follows:

- to those then living of Jennifer's siblings and their descendants, *by representation*; otherwise, to
- those individuals who would have received Jennifer's estate if she had just then died, unmarried and without a will, owning only personal property.

Trustees' Authority Over Distributions

When the Trustees are to decide on the payment or use of income or principal for one or more beneficiaries, or to divide property among shares, they may exercise discretion; they must still have a reasonable basis for their decisions, however, and shall apply the following rules:

Support

Distributions for the "*support*" of a beneficiary include payments for the beneficiary's maintenance, health and education, in all their various forms, and should not be limited to the bare necessities of life.

Best Interests

A distribution in the "*best interests*" of a beneficiary may include, for example, funds (1) to improve or buy a personal residence that might be considered beyond an item of support (for example, a vacation residence), (2) to acquire, begin or operate a business or to engage in a profession, or (3) to cover the health or other pressing expenses of a person to whom the beneficiary feels a duty but has no legal obligation to support. A distribution may be in the form of a loan with or without adequate security or interest.

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Regular Payments

When the Trustees are authorized to make distributions in the "best interests" of a beneficiary and they believe that regular distributions are in the "best interests" of a beneficiary, the Trustees may adopt (and from time to time amend) a policy for making regular distributions that annually correspond to a certain percentage of the net asset value of the trust, even if they are more or less than trust income. The percentage could be, for example, a percentage of the trust's average net asset value equal to one-half or one-third of the trust's average annual net income and appreciation during the preceding five year period.

Sprinkling Distributions

Whenever discretionary distributions can be made from the same trust to more than one beneficiary, the distributions to each one need not be equal and may exclude some beneficiaries entirely, as the Trustees decide by applying the standards for distribution. Upon any later division or final distribution of that trust, the Trustees shall not adjust for prior unequal distributions.

Separated Spouse

During the life of a descendant of Jennifer, distributions shall not be made to that descendant's spouse if he or she is living apart from that descendant unless the Trustees decide that extraordinary circumstances, such as the welfare of the children of the marriage, make distributions to the spouse appropriate.

Priorities

In deciding whether to make a discretionary distribution, the Trustees are encouraged to follow these priorities and make reasonable inquiries necessary to the task:

- consider the prevailing needs of the current beneficiaries and whether any unmet needs are due to an extravagant lifestyle of the beneficiary;
- give greater weight to preserving funds for the health and education of current and future beneficiaries as compared to paying for current luxuries;
- consider the resources of, and other sources of funds available to, any current or future beneficiary and each beneficiary's opportunity and ability to support himself or herself, but only to the extent the beneficiary's circumstances are known to the Trustees; and
- take into account, but not be controlled by, tax considerations.

Income and Principal

In deciding whether to make a discretionary distribution, the Trustees do not have to take into account whether the source would be from income or principal. After consulting with the Protector, the Trustees may make a distribution that they consider appropriate even if it would exhaust a trust and cause its termination.

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Limits on Trustee Powers

The following restrictions shall prevail over all other provisions of this document to the extent of any conflict that cannot be resolved by interpretation:

- A Trustee may make discretionary distributions of income or principal to himself or herself or a Powerholder only for the *support* of the recipient and not for the recipient's *best interests*.
- A Trustee may not make discretionary distributions of income or principal that would discharge the legal obligation of himself or herself, a Powerholder, or a donor to the trust, and a Trustee may not participate in a Termination Declaration involving himself or herself or a Powerholder.
- A Trustee may not exercise any incident of ownership on an insurance policy insuring his or her own life or the life of a Powerholder.

In determining whether the power of a particular Trustee is so restricted, the term "Powerholder" means any person acting in any capacity, whether alone or with others, who possesses the power under this Document to remove and replace that particular Trustee with a Trustee that is related or subordinate (as defined in Section 672(c) of the Code) to the Powerholder. Any action that cannot be taken by a particular Trustee who is so restricted may instead be taken by any other Trustee who is not so restricted, or if none, by the next available party who can be a successor Trustee and who is not so restricted.

Mixed Assets

In making distributions or divisions of trust property, the Trustees may allocate different property, or undivided interests in property, to different trusts or shares. This may be done without adjusting for the varying tax bases or other characteristics of the property, but property must still be allocated based on its then current fair market value.

Ending Small Trusts

The Trustees may terminate a trust whenever they determine that the small size of the trust makes it uneconomical to continue, and in that event the final distribution shall be made to the then current beneficiaries in such shares as the Trustees consider appropriate.

Protecting Against Creditors

Limits On Transfers

The interest of any beneficiary in the principal or income of any trust shall not be subject to the claims of any creditor and cannot be voluntarily or otherwise disposed of except as otherwise specified in this Document.

Termination Power

At any time, the Trustees may terminate the interest of a beneficiary to the extent the interest (including rights to outright distributions) is or could be diverted to unintended purposes due to the claims or demands of persons who are not beneficiaries under this Document. The termination shall be made by a writing (a "Termination Declaration") filed with the trust records, and the Trustees shall try to notify beneficiaries whose interests are adversely

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affected.

Threats from Creditors

The kinds of circumstances under which the Trustees can exercise this power are: (1) distributions from the trust to a beneficiary are likely to be attached by creditors or become subject to bankruptcy or insolvency proceedings, or (2) a court action purports to require payments from a trust other than to the designated beneficiary, or (3) a beneficiary's interest in a trust has been or may be taken into account in divorce proceedings. The circumstances covered by the power do not include the appointment of a guardian for a beneficiary, the exercise of any power to change benefits granted in this trust, or a disclaimer or waiver by a beneficiary of rights under this trust.

Checks on Trustees' Power

The Trustees may act in their discretion in exercising this termination power, but:

- only with the consent of the Protector;
- only as appropriate to reasonably protect and enhance the interests of the other intended beneficiaries of the trust;
- only if the actual or threatened diversion is clear and imminent and its adverse affects are or would be material; and
- no beneficial interests intended to qualify for the marital or charitable deductions against taxes may be terminated.

Alternate Trusts for Family

As long as the former beneficiary of a terminated interest is alive, income and principal affected by the termination shall be retained in trust and may, but need not, be paid to the former beneficiary and his or her spouse and descendants for their best interests, as the Trustees decide (unless their decision is arbitrary and capricious or made in bad faith). In the case of principal otherwise payable free of trust, the Trustees may elect to continue the former trust even if this overrides a provision calling for outright payment. Upon the death of the former beneficiary, the remaining trust property shall be disposed of as follows:

- under the terms of this Document that would apply if he or she had died as a beneficiary before receiving final distribution of the property (but taking into account the exercise of a power to change benefits of the trust only with the consent of the Protector);
- if, however, there are no such provisions, or if the provisions call for distribution to the former beneficiary's estate, then to the former beneficiary's descendants who survive him or her, *by representation*; or
- if there are none, as provided under the heading "Secondary Beneficiaries".

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Important Terminology

Identification of Family

References in this Document to a "descendant" of a person means a child, grandchild, and more remote relatives descended from that person, unless the context requires otherwise. At this time, Jennifer's children are Anthony Douglas, Abdulmalik Abubakar and Zara Abubakar, and she has no deceased children.

Adopted and Later Born Children

References in this Document to a child, descendant, or similar term, shall include an individual who is born after execution of this Document and an individual who is legally adopted, except that a legal adoption of an individual after he or she has attained age 21 shall not be recognized when interpreting this Document.

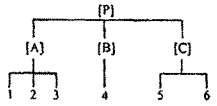
Incapacity

"Incapacity" means the inability to conduct financial affairs and may be considered to exist or to terminate when so certified in writing by an attending physician, and may also be considered to exist when a person has been missing for 90 days and cannot be located with reasonable effort. This definition shall not govern the determination of whether a person is able to exercise a power to change benefits of a trust. Anyone serving under or receiving distributions under this Document agrees that his or her medical records shall be made available to the extent relevant to this determination.

By Representation

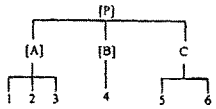
The term "by representation" means that property shall be divided as set forth in Section 2-106 of the Uniform Probate Code of 1990, as amended in 1991. For instance, where P is the deceased parent and has three children, A, B, and C; A has three children, 1, 2 and 3; B has one child, 4; and C has two children, 5 and 6, the property would be divided among P's living descendants in the following examples:

Example 1: All three children die before P.



1, 2, 3, 4, 5 and 6 take 1/6 each.

Example 2: A and B die before P. C survives P.



C takes 1/3, and 1, 2, 3, and 4 take 1/6 each.

Trustee

Overriding Power to Appoint Trustees

As to any trust under this Document, the Protector may exercise an overriding authority to:

- designate one or more individuals or entities to serve either as an

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additional or successor Trustee;

- specify the order in which successor Trustees shall serve; and
- revoke any prior designation of any successor Trustee before the successor begins to serve.

During any time that the Protector is unavailable, any individuals then serving as Trustee may, by majority vote, designate additional Trustees, and successor Trustees if there are no named successors, until the Protector specifies other Trustee designations.

Resignation of Trustees

A Trustee may resign as Trustee of any trust at any time, as long as that trust will have at least one Trustee without the need for a court to appoint one.

Removal of Trustees

As to any trust under this Document, an overriding authority to remove any Trustee may be exercised by the Protector, but removal by the Protector (other than Jennifer serving as sole Protector) shall require the consent of the available adult beneficiaries, if any, having a then present interest in that trust, acting by majority vote. The Protector may voluntarily restrict, in whole or in part and for any period of time, the Protector's power to exercise this overriding authority.

Fail-safe Trustee

If at any time there is no Trustee serving for a particular trust, and no individual or entity designated to serve qualifies within a reasonable time, then, the Trustee may be designated by the available adult beneficiaries having a then present interest in that trust, acting by majority vote.

Disqualified Persons

At no time may a donor to the trust serve as Trustee, nor may any entity controlled by a donor(s).

Process for Trustee Changes

Any designation, revocation, acceptance of appointment, resignation or removal of a Trustee for any trust must be delivered in writing to the Trustees of that trust, or if none, then to the available adult beneficiaries having a then present interest in that trust. Any designation of an entity to serve as Trustee shall include its successor in interest following any merger, consolidation or asset sale. A Trustee replaced shall cooperate in the transfer of the trust to the successor Trustee. A Trustee who is incapacitated, other than temporarily, shall be treated as removed. Separate trusts may have different trustees.

No Bond

No Trustee shall be required to post bond or other security to qualify or act under this Document.

Compensation

Unless waived, an individual serving as Trustee shall receive reasonable compensation and reimbursement for reasonable expenses. Additionally, a corporate trustee shall receive compensation for its services in accordance

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with its schedule of rates in effect at the time compensation becomes payable, without reduction, except to the extent required by applicable law, for any other fees or other compensation paid to a that corporate trustee or an Affiliated Entity, including, but not limited to, such fees or other compensation paid by any mutual fund, unit investment trust or other investment vehicle, or an agent. Compensation may be paid to a corporate trustee without court approval. Nonetheless:

- the reasonableness of an individual's fee shall take into account to what extent the Trustee has been assisted by professional investment, custodian and like services and the cost of such services;
- the Protector may seek the Trustee's agreement to other compensation arrangements, which shall govern prospectively, if they are not excessive; and
- no distribution fee shall be charged upon removal or resignation of a Trustee and instead the Trustee shall be entitled to reasonable compensation for services in transferring assets and administration to the new Trustee.

Protector

Protector

The initial Protector is Jennifer Douglas-Abubakar.

Successor Protectors

Each Protector shall designate a successor Protector. A Protector may designate alternates and a method of selecting successors. Any designation can be changed until the successor begins serving. Any designation, revocation, acceptance of appointment, or resignation of a Protector for a trust shall be delivered in writing to the Trustees of that trust. A Protector or successor Protector may be any individual or entity (other than a trust beneficiary or an entity owned or controlled by such individuals). A Protector who is incapacitated, other than temporarily, shall be treated as having resigned. Naming different Protectors for separate trusts is not encouraged but is likewise not prohibited.

Failsafe Protector

If no Protector has otherwise been provided for a particular trust, the Protector may be designated by the available adult beneficiaries having a then present interest in that trust, acting by majority vote; or if none are available, then the Trustees, may designate a Protector to serve until another Protector is designated, but the person named by the Trustees cannot be directly related or subordinate to them.

Decisions by Protector

The Protector shall act in a fiduciary capacity in the best interests of the trust. If there is ever more than one individual serving as Protector for any one trust, they are still, for convenience, referred to in this Document as "the Protector," and they shall act by unanimous written consent unless they adopt written rules for taking action as would a board or committee.

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Compensating Protectors

Unless waived, a Protector who is not a beneficiary shall receive reasonable compensation for services rendered as Protector in accordance with then prevailing industry standards for the particular services involved, as reasonably determined by the Protector with the consent of a majority of the available adult beneficiaries, if any. Also, the Protector shall be reimbursed for all reasonable expenses incurred in performing his or her duties, including expenses for legal advice or professional consultants, audits, or peer reviews of the performance of other fiduciaries that the Protector can remove.

Rules for Trustee Decisions

Joint Decisions

If there is more than one Trustee, they may act only by unanimous consent, except as expressly provided in this Document.

Restricted Trustee Decisions

A Trustee is restricted in deciding upon discretionary distributions to himself or herself and certain other related persons or to persons who can replace the Trustee, as more specifically provided under the caption "Limits on Trustee Powers". That provision also restricts decisions concerning life insurance and Termination Declarations.

Division of Powers Among Trustees

If there is more than one Trustee, the Trustees may delegate to one or more of them all or part of their powers and duties other than the authority to decide upon discretionary distributions or to make a Termination Declaration. Anyone dealing with less than all Trustees may rely upon the certification of those Trustees that the power was properly delegated.

Delegation of Powers

The Trustees may delegate general management and investment powers to others who are not Trustees, to the full extent permissible by law, provided that the Trustees act prudently in selecting the agents, establishing the scope and terms of the delegation, reviewing their performance, and controlling overall costs.

Availability of Others

Whenever the Trustees' action requires a person's consent, consultation or direction, the Trustees can act without the participation of a person that is unaccountably absent or incapacitated, or otherwise unavailable within a reasonable time to participate. However, if the Protector is unavailable or no Protector is serving, the Trustees cannot grant or exercise any power under this Document to change beneficial interests if that action requires the Protector's consent.

Disputes and Conflicts

Conflicts of Interest

No individual or entity shall be disqualified from serving as or taking an action as a Trustee or Protector, or from providing or withholding any consent, consultation or direction under this Document, solely because that same person (or a related individual or entity) is conducting business with the trust or otherwise dealing with the trust property or a beneficiary in another capacity (for example, as a paid consultant or professional advisor to the trust

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or Trustees, or as an officer, director, partner, shareholder, or co-owner of a trust business or asset). The Trustees may take action in these circumstances free of any *per se* rule that prohibits conflicts of interest, so long as the action is taken only in good faith, with reasonable care, and on terms comparable to those obtainable from third parties.

Personal Liability of Trustees

Each individual serving as a Trustee shall be personally liable only for his or her own willful misconduct, bad faith, or gross negligence. No Trustee shall be personally liable for making any delegation with reasonable care that is authorized under this Document, for any action taken without that Trustee's express or implied agreement, or for any failure to act to which that Trustee has objected in writing. When this Document makes an action subject to a person's consent, consultation or direction, the Trustees shall not be personally liable for any loss that results from a delay or failure to act due to this requirement, from any mistake in judgment as to that person's availability for that purpose, or from following any direction that the Trustees are required to follow.

Protecting the Trustee

The Trustees shall be indemnified and held harmless by the trust for any claim, demand or suit falling within the exculpatory provisions of this Document or otherwise within the Trustees' power, duty, and authority. This shall include payments made in settlement and advances for expenses for defense if a disinterested party (a court, legal counsel, or Protector) concludes that the exceptions for disallowing protection of the Trustees would not have applied, or will not apply, based on the most reliable interpretation of the facts. The cost of indemnification may be apportioned against the various trusts and shares as the Trustees consider appropriate, taking into account the nature of the claims involved. In appointing a Trustee, the Protector may seek the Trustee's agreement to indemnification and exculpatory arrangements that vary from this Document.

Personal Liability of Protector

The Protector shall not be personally liable for any act or failure to act, even though personally interested in the matter, except for willful misconduct, bad faith, or gross negligence. The Protector shall have no duty to monitor the performance of other fiduciaries. The Protector shall be entitled to indemnification under the same process and with the same exceptions as for the Trustees.

Additions to Trust

The Trustees may accept additions to the trust without inquiring into its prior management or administration by a trustee, without review of prior tax returns and accounts, without determining if the property has been delivered, and without incurring liability for acts or omissions of the prior Trustee.

Trustee Accounts

To the extent permitted by law, the Trustees shall not be required to render annual or periodic accountings to any court or person, but the Trustees may do so as they consider appropriate. No Trustee shall be liable for any act or omission of any predecessor Trustee.

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Approval of Accounts

While not required, the written consent of all beneficiaries and the Protector shall settle an account for a trust and release the Trustees as against a later claim by any interested party regarding the Trustees' specific conduct or any other matter, related to that trust during the period covered by the account, to the same extent as would a judicial settlement before all appropriate parties. Beneficiaries for each accounting period of a trust shall mean all persons who are entitled or eligible to receive a distribution from the trust and all persons who would receive a distribution if the event that would cause the trust to terminate occurred at that time, assuming that beneficiaries live their normal life expectancies.

Alternative Dispute Resolution by Mediation

The Trustees may, in their discretion, refer any Dispute to mediation or another form of ADR, and may prescribe the rules for the proceeding, taking into account that disputes should be resolved, to the extent possible, in a non-adversarial manner.

- "Dispute" means a disagreement or question related to this Document or any trust under it that could have been decided under applicable law by a more precise or more complete statement of intent or that concerns the performance of fiduciary duties.

- "ADR" means any form of dispute resolution process that does not require the initiation of a judicial proceeding before a court of law or equity and that does not result in a final decision on the merits (or substantial settlement or resolution of the issues) without the consent of all parties involved.

Before exercising this power of referral, the Trustees shall consult with the Protector and shall use their best efforts to consult with a recognized organization selected by the Trustees that is knowledgeable on the use of non-binding dispute resolution.

Restrictions on Litigation

A beneficiary may not commence any form of litigation regarding a Dispute as defined above until the earlier of (1) the decision of either the Trustees or the Protector that the matter should not be referred to ADR, (2) the termination or conclusion of ADR proceedings, or (3) the expiration of ninety days after the beneficiary files a notice with the Trustees stating that a Dispute exists and referring to this provision. If any beneficiary involved in a Dispute would suffer irreparable harm from delay caused by this provision, that beneficiary may commence litigation earlier in a court with competent jurisdiction over the Dispute subject to showing that irreparable harm is more likely than not to occur. A court may assess attorney's fees and costs against a beneficiary who violates this provision, including by authorizing the Trustees to charge the amounts incurred by the Trustees entirely against the offending beneficiary's share.

Service on Beneficiaries

In any ADR or judicial proceeding relating to this Document, service upon or notice to a person may be made to a Representative for that person as

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provided below in the provisions relating to Virtual Representation.

Virtual Representation

Whenever a beneficiary's consent or agreement is relevant to a question, dispute, accounting or proceeding a beneficiary shall be represented as described below by another person ("Representative") if the beneficiary is an Absentee or a Contingent Beneficiary; and the Representative's actions shall bind the Absentee and his or her heirs and assigns. "Absentee" means a beneficiary who is then unborn, unascertained, or legally disabled, or whose identity or whereabouts are unknown, and "Contingent Beneficiary" means a beneficiary whose interest in a trust is contingent. The Representative shall be identified as follows:

For Successor Beneficiaries

- A person who has an interest in a trust and is not an Absentee or Contingent Beneficiary shall represent all Absentees, and all Contingent Beneficiaries, who would later enjoy all or part of that interest upon a future event, even if there is no family relationship involved. This method of designating a Representative shall take precedence over all other methods, if the designated person is willing to so act and is not disqualified by a conflict of interest.

For Classes of Beneficiaries

- If upon a future event a class of persons would become interested in a trust, that entire class shall be represented by those persons who are not Absentees and who would constitute the class if the event had occurred on the effective date of the consent, agreement or final order resolving the dispute or question.

For Remote Beneficiaries

- If there is more than one future event that affects a beneficial interest, those persons who would take that interest upon the first event shall represent all the more remote beneficiaries.

Appointment of Alternate Representatives

If the Representative identified by the above rules is unwilling to serve or has a conflict of interest with the persons to be represented, then the Trustees and the Protector, acting together, may appoint as the Representative instead a person who does not have an interest in the affected trust. A Trustee or Protector may also elect to use this method even in the absence of a conflict of interest. In applying this method:

- The same Representative may be appointed for more than one person or class of persons whose interests do not conflict.

- A Trustee or Protector who has a conflict of interest cannot appoint a Representative but can designate another person to make the designation. That other person cannot be a person who has a conflict of interest or who is directly related or subordinate to any Trustee or Protector.

If a Representative is needed and none is otherwise provided, then a court with jurisdiction over the trust may be called upon by any interested party to

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appoint a Representative. A "conflict of interest" means an actual conflict of economic interests that can be materially affected by the question, dispute, accounting or proceeding involved, and not simply the appearance of a conflict, or a difference of viewpoint, or a conflict relating to some other economic matter.

Protection of Representatives

A Representative, other than an appointed Representative, is not acting in a fiduciary capacity for the Absentee or Contingent Beneficiary, but nevertheless shall not act in bad faith or with reckless disregard for the rights of the Absentee or Contingent Beneficiary. An appointed Representative shall act in a fiduciary capacity in the best interests of the Absentee. Any Representative acting under this Document shall be indemnified and held harmless for reasonable legal or other expenses incurred in any proceeding or claim brought against the person for any personal liability relating to that person's conduct as a Representative, except for liability for reckless conduct or bad faith. An appointed Representative shall be entitled to reasonable compensation for services and reimbursed for all reasonable expenses (including legal expenses) actually incurred in performing this role. The Trustees shall apportion the cost of compensation and indemnification against the trust or trusts in which the specially represented beneficiaries are interested.

Trustees' Power to Apply Provisions

The Trustees may resolve, on any reasonable basis, questions involved in applying any of the above provisions on ADR and Virtual Representation, other than questions involving their own conflicts of interest.

General Powers of Trustees

Powers

The Trustees have, with respect to any property held by them, all powers otherwise granted to them by law, as well as the powers to do whatever an owner of property could do, including the following powers which may be exercised upon such terms and conditions as they consider appropriate.

Management and Investment Powers

The Trustees may manage and invest with the same powers available by law to the management of a corporation or other business entity, such as the power to:

- retain, invest and reinvest in property of any character, whether foreign or domestic, including pooled funds, illiquid assets, non-income producing property, financial instruments and life insurance policies, without regard to any duty to diversify and whether the property is a kind of property in which the Trustees may otherwise invest;
- sell or purchase property (and partial interests in property) at public or private sale, using credit or cash, with or without security, and including transactions with a trust beneficiary;
- lease, grant options over or otherwise encumber property, without

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regard to the duration of any trust; and acquire property with restricted or clouded title;

- pay calls and assessments; purchase, sell or exercise rights or options in property of any kind; exercise voting rights and grant discretionary or other proxies; discontinue payment of life insurance premiums; and abandon uneconomical property and rights;
- borrow money or property from anyone (including any Trustee), with or without security;
- loan money or property for any purpose to any person (including any trust beneficiary) with or without security;
- pay fiduciary commissions to any Trustee without prior judicial approval, without bond, and in advance of the settlement of the account of the Trustees;
- allocate receipts and disbursements (including administration expenses) to principal or income, or partly to each, except that any stock dividend must be allocated to principal;
- treat the expense of dividing, insuring, transporting, and storing tangible property as an administrative expense;
- move any trust property from one jurisdiction to another and change the situs of administration of a trust to another jurisdiction, within or without the United States;
- continue to exercise the Trustees' powers after termination of a trust and until final distribution of the trust property.

Powers of Corporate Trustees

Without limiting any other powers and authority of the Trustees, a corporate trustee shall have the following specific powers as to trust property and may exercise the same in its sole and absolute discretion without court order or approval:

- To engage any corporation, partnership or other entity affiliated with that corporate trustee (an "Affiliated Entity") to render services to any trust hereunder, including, without limitation: (i) to manage or advise on the investments of such trust on a discretionary or nondiscretionary basis; and (ii) to act as a broker or dealer to execute transactions, including the purchase of any securities currently distributed, underwritten or issued by an Affiliated Entity, at standard commission rates, markups or concessions and to provide other management or investment services with respect to such trust, including the custody of assets and to pay for any such services from trust property, without reduction for any compensation paid to the corporate trustee for its

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services as Trustee;

- To invest in mutual funds offered by an Affiliated Entity or to which an Affiliated Entity may render services and from which an Affiliated Entity receives compensation;

- To cause or permit all or any part of any trust hereunder to be held, maintained or managed in any jurisdiction and to hold any trust property in the name of its nominee or a nominee of any Affiliated Entity;

- To utilize the Merrill Lynch Consults service ("Consults service") or any other investment service offered by an Affiliated Entity in the management of the investment of the trusts, without regard to any resulting increase in the compensation of the corporate trustee or an Affiliated Entity, and to designate the trust property to be managed through the Consults service and appoint (and, from time to time, replace) the investment manager or managers, including an Affiliated Entity, for those assets; and

- To submit to arbitration any dispute with respect to the Consults service between the Trustee and any Consults service investment manager, including an Affiliated Entity, or Merrill Lynch, Pierce, Fenner & Smith Incorporated or any other investment service offered by an Affiliated Entity.

Acceptance of Real Estate

A corporate trustee shall not be deemed to have accepted title to, and shall not act or be obligated to act in any way as a Fiduciary with respect to, any real property, including any real property owned or operated by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation or any interest in any such business enterprise, which is or may become an asset of the trust until (i) an appropriate environmental audit is performed at the expense of the trust to determine that conditions at such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations affecting such real property or such business enterprise and (ii) that corporate trustee has accepted that property as an asset of the trust by a separate writing delivered to the trust's creator, if living, or, if not, to the income beneficiary or beneficiaries of the trust (or their natural or legal guardians), and to the co-Trustee, if any.

Power to Combine and Divide Trusts

The Trustees may:

- combine and hold as a single trust both trust property and property held in another trust, regardless of by whom created, if the terms of both trusts are substantially the same;

- divide any trust into two or more trusts for any reason the Trustees

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consider appropriate, and after the division, may exercise any discretionary authority of the Trustees, including over distributions, differently for each new trust; or

- add to a trust any property transferred, delivered, devised or bequeathed to them.

Business Interests

The Trustees shall have full power to exercise ownership rights in any business interests received or held by them. This includes the power to:

- continue or reorganize the business;
- invest additional property in the business, and to give guarantees and security interests in trust property to facilitate loans to the business, regardless of any resulting lack of diversification;
- begin and fund new businesses, in whatever form, either alone or with others;
- manage the business in whatever form the business is conducted, and to be reasonably compensated from the business for services rendered, and to pay for any related liability insurance; and
- select and compensate others (including beneficiaries) to manage the business.

Trust Amendments

The Trustees may amend this Document by a writing filed with the trust records in order to:

- obtain or preserve favorable tax treatment;
- prevent unfavorable tax treatment;
- restate the terms of this Document to eliminate language that has become obsolete or irrelevant due to the passage of time, the lapse or occurrence of contingencies, the separation or division of trusts, or changes in the law;
- expressly provide for an additional fiduciary power or authority;
- limit fiduciary powers or authority; or
- make other administrative changes.

The Trustees may not exercise this power in any way that changes beneficial interests or violates general fiduciary principles of good faith, fairness, and reasonable care.

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Tax Terms

Tax Elections & Payments

The Trustees may make tax elections without need to make any equitable adjustment among the interests affected by any election.

Additions to Generation-Skipping Trusts

To the extent practicable, the Trustees shall not add property that is not exempt from generation-skipping tax to a trust that is exempt, and in that event may continue that property as a separate trust with provisions identical to the exempt trust, unless the document transferring the addition specifically directs otherwise.

Tax Reimbursement

The Trustees, in their discretion, may pay to a donor (or to his or her estate) the amount of any net cumulative increase in his or her income tax liability (whether federal, state or otherwise) resulting from the income, gains, or other items entering into the computation of his or her personal income taxes from any portion of the trust solely by reason of Sections 671-679 of the Code, as reasonably determined by the Trustees.

Repeal of Wealth Transfer Taxes

If the federal estate tax or generation-skipping transfer tax, or both, are repealed, then the provisions for the division of property that depend upon an applicable credit amount, exemptions or other tax terms shall be interpreted by applying the law as it existed immediately prior to repeal.

Internal Revenue Code

All references to the "Code" or a Section number refer to the Internal Revenue Code of 1986, as amended, or to any successor provisions of law.

Definitions and Miscellaneous

Document

"Document" means this trust instrument as it may be amended from time to time.

Governing Law

This Document and all trusts created under this Document shall be governed in all respects by the laws of Maryland. However, if the place of administration of any trust is ever moved to another jurisdiction, the laws of that jurisdiction shall apply as to matters of administration, as of the time declared by the Trustees in a writing filed with the trust records.

Writings

Whenever the giving of a notice or the exercise of a power, right or authority is required by this Document to be in "writing," the writing must be signed by the party taking the action and dated in some identifiable way. Whenever there is more than one such writing signed by the same person and they conflict with each other, the latest such writing shall prevail.

Delivery of Writings

To be effective, any writing (other than a probated Will) that exercises a power to affect the disposition of property or payment of funds, must be

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delivered to the Trustees during that person's life or come into the Trustee's possession within 30 days after that person's death.

Exercise of Powers

Any power, authority or right (such as those relating to the disposition of property, change of fiduciaries or amendments to this Document) may be exercised in whole or in part, and any number of times, unless this Document expressly provides otherwise.

Powers of Appointment

A power of appointment (sometimes referred to as a "power to change" or "redirect the benefits of" a trust) may not be exercised in any manner that would extend a trust beyond the termination date provided under the caption "Final End of Trusts" or that would affect the incidents of ownership over any insurance policy on the life of the holder of the power if the property subject to the power is not otherwise includible in the federal taxable estate of the holder. A power of appointment shall be exercised by specific reference to the provision of this Document granting that power, and that reference shall be contained in the powerholder's Will admitted to probate or in a writing delivered to the Trustees.

Charity

A "charity" means an organization whose income is exempt from the federal income tax and testamentary gifts to which are deductible for federal estate tax purposes and which at the relevant time or times is described in Sections 170(c) and 2055(a) of the Code.

Person

A "person" may mean an individual or an entity unless the context clearly indicates otherwise.

Survivorship

Except as specifically provided otherwise in the Document, an individual shall not be considered as living at a given time, or as having survived a decedent, unless it can be proven that the individual in fact survived the decedent for 30 days.

Income Becomes Principal

Any undistributed income shall be added to principal annually. Any trust income that is on hand or accrued at the time of a person's death or other event that requires a disposition or division of the trust shall pass as part of the principal to the successors in interest.

Alternatives to Direct Payments

The power of the Trustees to make distributions (other than from funds intended to qualify for the marital deduction) to an individual includes the power: (1) to apply it for the benefit of the individual, including the purchase of goods or services; (2) to allow the individual to use trust property; (3) to provide for the individual by making payments to a natural or legal guardian, committee, conservator, custodian, parent or other relative, to an individual with whom the individual resides, or to a trust for that individual, and (4) if the individual is incapacitated, to accumulate income. In the case of a minor, a custodian may be chosen by the Trustees under the applicable Transfers to Minors Act (or any similar law), selecting age 21 as the termination age if the law so allows and the Trustees so decide. The Trustees shall have no further responsibility for any payment made under this authority.

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Final End of Trusts

Notwithstanding any other provision to the contrary, this Document and all trusts held under, or created by a power under, this Document shall terminate no later than 21 years after the death of the last to survive of descendants living at the date that this Document becomes irrevocable. Upon that termination, trust property shall be distributed to the beneficiaries in proportion to their actuarial interests, as determined by the Trustees and after disregarding powers of appointment and any still remaining amount shall be distributed equally to those whose interest cannot be so determined. "Beneficiaries" shall mean those persons then referred to above under the caption "Approval of Accounts".

Interpreting this Document

The text under the headings "Beliefs and Intentions" and "Overview" describes the principles and objectives this trust and summarizes the plan. This text is not intended independently to grant any power or benefit, or impose any duty, that is not also specified in the rest of this Document. General and specific instructions should be construed as consistent with one another, but if that is not possible, the more specific language controls. Also, inconsistencies shall be resolved as necessary to achieve favorable tax treatment.

Name of Trust

This Document and the trusts created under this Document shall be known as the "JDA Family Trust," and such other name or names as the Trustees decide.

Two copies of this Document, each of which shall be an original, have been executed this 10th day of October, 2000.

Trustee Signs

Merrill Lynch Trust Company,
FSB, a federally chartered
savings bank, Trustee and Declarant

By: Jeffrey E. Langsdale

Its: Senior Vice President

Witnesses Sign

Jennifer Monnell

Protector Signs

Jennifer Douglas-Abubakar

Jennifer Douglas-Abubakar, Protector

Witnesses Sign

Keith F. Kahrl

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Merrill Lynch Trust Company,
FSB, Trustee of the JDA Family Trust

Re: Trust Agreement dated October 10, 2000
Known as the JDA Family Trust

Dear Trustee:

I designate *Francis Iwenjiora* to serve as successor Protector under the trust. I may change this designation at any time or times prior to the successor Protector beginning service.

Dated: 11/15/00

Jennifer Douglas-Abubakar, Protector

Received this 8 day of Dec, 2000:

Merrill Lynch Trust Company,
FSB, a federally chartered
savings bank, Trustee and Declarant

By: _____

Its: Vice President

JD_000029

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Merrill Lynch Trust Company,
FSB, Trustee of the JDA Family Trust

Re: Trust Agreement dated October 10, 2000
Known as the JDA Family Trust

Dear Trustee:

I agree to serve as successor Protector of that trust. I may revoke this acceptance at any time prior to beginning service.

Dated: 11/15/00

Francis Iwenjiora

Received this 8 day of Dec, 2000:

Merrill Lynch Trust Company,
FSB, Trustee of the JDA Family Trust

By: _____

Its: _____

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REMOVAL OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR CO-TRUSTEES

I, Jennifer Douglas-Abubakar, as Protector of the JDA Family Trust dated October 10, 2000, remove Merrill Lynch Trust Company, FSB, as Trustee of that trust pursuant to the authority granted to me under the provision "Removal of Trustees." Also, I appoint Neuberger Berman Trust Company of Delaware and Francis Iwenjiora as successor co-Trustees of that trust pursuant to my authority under the provision "Overriding Power to Appoint Trustees." This removal shall be effective upon the acceptance of appointment as co-Trustees by Neuberger Berman Trust Company of Delaware and Francis Iwenjiora.

Dated: June 6, 2001

Jennifer Douglas-Abubakar, Protector

Acknowledged:

Dated: June 27, 2001

Merrill Lynch Trust Company, FSB

By: _____

Its: Vice President + Trust Officer

Accepted:

Dated: June _____, 2001

Neuberger Berman Trust Company of Delaware

By: _____

Its: _____

Dated: June _____, 2001

_____
Francis Iwenjiora

JD_000031

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Recv'd 7/23/01

Neuberger Berman Trust Company
605 Third Avenue
New York, NY 10158-3698
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NEUBERGER BERMAN

Elizabeth L. Mathieu
President & CEO
Tel 212.476.9105
Fax 212.476.9109
E-mail emathieu@nb.com

June 22, 2001

Ms. Jennifer Douglas-Abubakar
Protector
JDA Family Trust
9731 Sorrel Ave.
Potomac, MD 20854

Dear Ms. Douglas-Abubakar:

In connection with our agreement to serve as a co-trustee of the JDA Family Trust, we have agreed to the following fee which includes both trustee and investment services: 1.5 percent on the equities allocation in the account and .3 percent on the fixed income allocation in the account. Pursuant to our discussion, we are targeting a 70 percent allocation to equities and a 30 percent allocation to fixed income. Based upon this allocation, we estimate the annual fee to be approximately 1.15 percent of the value of the account. In addition to this fee, all equity trades will be at .05 per share. We will waive any account servicing or base fees.

If you are in agreement with the proposed fee schedule, please countersign this letter and return to us for our files.

Sincerely,

Elizabeth L. Mathieu

ACCEPTED AND AGREED TO:

Jennifer Douglas-Abubakar

Jennifer Douglas-Abubakar, Protector

JD_000032

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Duncan, Paul

From: Cholis, Tom
Sent: Monday, July 02, 2001 3:04 PM
To: Keister, David
Subject: FW: douglas

Attachments: JDA Family Trust.v2.doc; John H. Lahey.vcf

JDA Family Trust.v2.doc (312 K... John H. Lahey.vcf (826 B)

We need to discuss ASAP. See also first cut at indemnification.

-----Original Message-----
From: John Lahey [mailto:jlahey@kozlaw.com]
Sent: Thursday, June 28, 2001 4:44 PM
To: Cholis, Tom
Subject: douglas

<<JDA Family Trust.v2.doc>>

John H. Lahey
Kozusko Lahey Harris LLP
1666 K Street, NW, Suite 400
Washington, DC 20006
(o) 202.457.7212
(f) 202.318.4447
jlahey@KOZlaw.com
This message is CONFIDENTIAL AND PRIVILEGED and intended only for the use of the intended addressee. If you received this email in error, reading it is prohibited and it must be deleted from your system. Thank you.

<<John H. Lahey.vcf>>

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LONDON & MEAD
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1225 19TH STREET, N.W.
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TELEPHONE (202) 331-3334
TELEFAX (202) 785-4280

November 13, 2009

Laura Stuber
Counsel, Permanent Subcommittee on Investigations
Committee on Homeland Security and Governmental Affairs
United States Senate
Washington, D.C. 20510-6250

Re: Answers to questions for Jennifer Douglas Abubakar

Dear Ms. Stuber:

My client, Jennifer Douglas Abubakar, thanks the Subcommittee for the opportunity to voluntarily respond to its requests for information. We have worked hard to gather information and documents responsive to your October 30 letter. We are pleased to provide you with initial narrative answers and documents responsive to your requests by the due date. As indicated below, there are some requests where we are continuing to gather information. We are in the process of collecting additional documents and information in order to provide complete and accurate answers.

ANSWERS TO QUESTIONS FOR JENNIFER DOUGLAS ABUBAKAR

1. Please describe your relationships with American University of Nigeria (AUN), including the roles in which you served, who suggested or requested that you fulfill those roles, and the periods of time over which you fulfilled those roles.

Mrs. Abubakar and her husband, Atiku Abubakar, shared the goal of promoting education in Nigeria. Mr. Abubakar had previously created a primary school and a secondary school in his hometown of Yola, Nigeria, in the Northern part of the country. Historically, Northern Nigeria has not been as educationally advanced as the rest of the country, and girls there were even less likely to receive educations than boys. During her trips to the Adamawa state in the North, Mrs. Abubakar found that there was an acute need for more educational institutions. She worked with some of the local communities to refurbish old secondary schools. With the help of women in the community, she also assisted in renovating an existing center where women could go to learn job skills such as sewing and baking.

Mr. Abubakar, who was taught by American Peace Corps volunteers, had a dream of establishing an American-style university in Nigeria. Mrs. Abubakar shared that dream, and also hoped that they could set up a research institution that would be a repository of first class

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 995

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information on Nigeria and West Africa. Mrs. Abubakar had experienced the need for such an institution while she was a doctoral candidate at American University in Washington, D.C. (AU). When doing graduate research, Mrs. Abubakar became frustrated at her inability to gather first class and original source information on Nigeria from within Nigeria.

The Abubakars also found that families in Northern Nigeria were more likely to allow their sons to travel abroad to study, but had reservations about sending their daughters abroad to school. However, the Abubakars believed that parents would be willing to let their daughters attend a university located in Nigeria that was not too far from their homes.

As Mrs. Abubakar and her husband began to work on their dream of creating an American-style university in Nigeria, she knew that AU, where she was a graduate student, had set up the American University of Sharjah, in the UAE. Mrs. Abubakar also became aware that AU offered management services to establish new universities abroad. Mr. Abubakar tasked his wife with exploring the possibility of engaging AU to provide management services to help establish a university in Nigeria. Mrs. Abubakar approached AU to discuss the possibility of AU's participation in the project. AU first agreed to do assessment visits in Nigeria. Mr. Abubakar helped set up a committee in Nigeria to begin work on establishing a university, and AU then agreed to work with the committee. Once AU began working with the committee, Mrs. Abubakar's role was reduced.

Mr. Abubakar also tasked his wife with maintaining a U.S. bank account for convenience in paying certain expenses associated with AUN, including paying some employees of AUN who preferred to be paid in dollars. Mrs. Abubakar maintained Citibank accounts in her name and also in the name of ABTI American University. Mr. Abubakar arranged to have money deposited into the account, and Mrs. Abubakar made payments out of the account to cover AUN expenses. Eventually Ed Weidenfeld, an attorney who represents the Abubakars, established an account for AUN expenses, and Mrs. Abubakar ceased being responsible for maintaining an AUN account.

Mrs. Abubakar has not been employed by AUN. She has served on AUN's Board of Trustees since it was created in approximately October 2004. She does not receive compensation for serving on the Board. Other members of the Board have included Bishop Desmond Tutu (who was the commencement speaker for the first graduating class in 2009), Peter Lewis, Peter Okocha, Ahmed Joda, Andrew Young, Akin Kekere, Robert Pastor, Louis Goodman, Acamu Abubakar, Ambassador John Campbell, Marrack Goulding, Professor Patrick Utomi, Dr. Enyantu Isenne, Robert McNamara, and Mike Adenuga.

2. Please identify any account at a financial institution in the United States, including your personal accounts and the AUN accounts, over which you had control and or signatory authority between 2001 to 2009 and the period over which each account was open.

Citibank checking 52096374, opened approximately June 2000, closed July 1, 2007

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Laura Stuber
November 13, 2009
Page 3

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Citibank equity account 7707591587, opened 3/5/03.
Citibank checking 1209003581
Citibank Jennifer Douglas ABTI-American University 1209739556, opened 4/1/05,
Citibank Jennifer Douglas ABTI-American University 1208993341, opened 1/13/06
Citibank Money Market

Wachovia 1010122288618, 5/11/07, closed 1/28/08

Mrs. Abubakar believes that she had an account at PNC, we are still trying to gather information about that account

Eagle Bank checking [redacted], open approximately June or July, 2008, still active
Eagle Bank Money Market [redacted], open 6/8/09, still active
Eagle Bank equity [redacted], open 2/9/09, still active

Charles Schwab [redacted]

We are still trying to gather additional information about Mrs. Abubakar's accounts, and intend to promptly supplement this response.

3 and 5 (appear to be duplicates)

Please provide information on the beneficial ownership, control or sources of funds for the following:

a. Guernsey Trust Company
b. LetsGo Limited
c. Sima Holding Limited
d. China Castle Investments
e. Orlean Investment Holdings Limited

Mrs. Abubakar has no personal knowledge of these entities. To the extent that any of these entities were the source of deposits into her accounts or the AUN account, she understood that all such deposits came from her husband.

4 and 6 (appear to be duplicates)

Please provide any information or document that you supplied to any financial institution regarding the source of funding, purpose, beneficiary, beneficial owner, trustee, manager, or account signatory for the following:

a. Guernsey Trust Company
b. LetsGo Limited

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c. Sima Holding Limited
d. China Castle Investments
e. Orlean Investment Holdings Limited

See answer to number 3. Mrs. Abubakar does not recall providing any information or documents to any financial institution related to these entities, and she does not possess any documents related to them, other than bank account documents reflecting deposits from some of these entities.

7. Please describe the Gede Foundation, including any accounts that were opened/closed in its name and the reason for the account closure if such accounts were closed.

Mrs. Abubakar founded the Gede Foundation, a non-profit organization with the mission to provide services to HIV patients in Africa and to implement developmental programs there. Dr. Cynthia J. Ticao, the President of the Foundation, has managed its affairs from its inception. The Foundation has closed its Washington office to reduce expenses, and Dr. Ticao currently runs the Foundation from her apartment in Springfield, Virginia. Dr. Ticao regularly visits Nigeria, and can provide detailed information to the Subcommittee about the Foundation. We urge the Subcommittee to speak to Dr. Ticao directly, and we will be happy to provide contact information for her. Dr. Ticao prepared the following profile of the organization that describes the grants that the Foundation has received and some of its sources of funding:

Gede Foundation
Organizational Profile

A. Mission

Gede Foundation is a not-for-profit, non-governmental organization that is committed to the benefit of the people of Africa to restore to them a life of hope, health and happiness through community-based programs. Established in 2002, Gede Foundation is committed to addressing the debilitating effects of HIV/AIDS in Nigeria. To accomplish this, the Foundation has developed and implemented programs that address some of the greatest needs of governmental organizations and international organizations involved in community development, the Foundation works to create long-term solutions by educating and building communities that will eventually be self-sustaining.

2. Programs and Services

Gede Foundation has developed a comprehensive program aimed at ensuring qualitative clinical care for patients infected with HIV to bridge the existing gap in HIV

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management in Nigeria. The comprehensive treatment and care program includes free anti-retroviral drugs (first and second line), affordable and partly subsidized diagnostic services, effective therapeutic monitoring, voluntary counseling, and adherence sessions to help clients comply with their ART regimen. It is in recognition of the contribution the Foundation has made in voluntary counseling and testing that the National Agency for the Control of AIDS (NACA), through the Global Fund, has made the Foundation a center for free anti-retroviral drugs and management. With the mandate to coordinate the broad spectrum of the AIDS Response, the National Agency for the Control of AIDS (NACA) is a federal agency that interfaces with all the stakeholders involved in the fight against AIDS in Nigeria. The agency oversees policies; programs and projects directed at the AIDS issue, provide leadership and monitor the progression of the epidemic in Nigeria.

Since 2003, the Foundation's treatment and care program served over 3,000 regular clients living with HIV/AIDS. It has made available free services to those who cannot afford to pay for laboratory tests through the Foundation's fund for indigent clients.

Our laboratory is equipped with facilities for the following investigations: HIV screening (rapid and confirmatory tests), CD4/CD8 (automated), viral load (PCR), immune function test (cell-mediated immunity). HIV drug resistance, clinical chemistry (automated, 22 parameters), hematology (automated, 18 parameters). Investigations are also carried out for tuberculosis, syphilis, serology, HBV, HCV, chlamydia, malaria, typhoid and pregnancy. To date, we have conducted 34,219 tests and provided laboratory services to 19,827 clients.

Through the OVC scholarship program, we strive to improve the lives of those who will help realize this potential – the children. To date, we have supported the education of 291 orphans and vulnerable children who were enrolled in primary and secondary schools as well as training those who are capable of learning marketable skills.

The Foundation has partnered with several local NGOs and international organizations, embassies, corporate bodies, government agencies to provide training to hundreds of health workers in Nigeria on HIV awareness, counseling and testing, and malaria prevention in many states in the country, e.g., Society for Family Health, World Bank/GMC, The William J. Clinton Foundation, Royal Netherlands Embassy/PharmAccess, Volunteer Services Organization, Africare, Medecins Sans Frontieres, to name a few (see Section D for a complete list). We are members of the Civil Society HIV/AIDS Network in Nigeria, the Nigerian HIV Vaccine and Microbicide Advocacy Group (NHVMAG), International AIDS Society (IAS), Global Youth Coalition on HIV/AIDS in New York, and AidMap UK, among others.

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The Foundation is becoming increasingly popular for its onsite VCT activities using the mobile van equipped with solar panels and contains a mini state-of-the-art lab for HIV screening, sexually transmitted infections, CD4 count, TB, malaria, typhoid. The Foundation works in rural communities across Nigeria through its outreach program and to workplaces in the FCT and other states. Communities and workplaces that benefited from the outreach program include: Kubwa, Durumi, Nyanya, National Youth Service Camp (NYSC), Utako Market, Mpape, Royal Netherlands Embassy, World Bank, and others. With the use of the mobile laboratory van, the Foundation goes into communities and workplaces to provide free HIV/AIDS testing to residents and employees that do not have access to test facilities. Over 5,300 individuals were tested through the outreach programs.

C. Accomplishments

Over the years the Foundation achieved the following:

February 2003: Gede Foundation carried out interactive seminar in collaboration with Center for the Right to Health for journalist towards eliminating stigma and discrimination for people living with HIV/AIDS in Nigeria. About 35 journalists were in attendance.

September 2003: the Foundation initiated OVC program to support children orphaned by AIDS in FCT. The Foundation also gave seed grant to the support group of people living with HIV/AIDS, Organization for Positive Productivity (OPP) to start their office.

October 2003: The Foundation carried out fund raising event in Washington, DC towards setting up Gede AIDS and Infectious Diseases Research Institute (GAIDRI).

January 2004: Initiated nutritional program with Catholic Action Committee on AIDS (CACA) by providing monthly supply of food items to CACA support group (2004-2005). CACA is a faith-based organization supported by the Archdiocese of Abuja from funding organizations in the Catholic Church, such as the Catholic Relief Services.

January 2004: Trained 275 healthcare workers on HIV and infectious diseases diagnostics and treatment strategies.

February 2004: Provided technical and financial support to the First National Conference on OVC in Nigeria.

May 2004: Conducted interactive seminar on "Development and Clinical Trials of Vaccines for HIV/AIDS and Other Infectious Diseases " over 2,345 participants within the country and 40 researchers from outside the country were in attendance.

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May 2005: Conducted research on community preparedness for vaccine trial, findings published at 8th Annual Conference on vaccine research Baltimore, USA.

May 2005: Received grant from the National Cancer Institute, USA to identify "Host Genetic Factor That Affect HIV-1 Transmission, Diseases Progression and Response to ART in Nigeria."

October 2005: Received grant from PharmAccess Foundation, Holland to implement workplace program on HIV/AIDS with the Royal Netherlands Embassy. The project is ongoing and is renewed every year.

October 2005: Received grant from World Bank through the Federal Capital Territory Action Committee on AIDS (FACA) to support 102 orphans and vulnerable children to acquire basic education in the Federal Capital Territory/Abuja (FCT). FACA is the state agency that implements all federal programs on HIV/AIDS at the state level.

November 2005: Recognized by National Agency for the Control of AIDS (NACA) as treatment site and enlisted to benefit from global fund ART program with 600 free slots.

January 2006: Included in co-partners forum on prevention of mother-to-child transmission of HIV/AIDS (PMTCT).

March 2006: Donated PMTCT aided audiovisuals to Maitama General Hospital, FCT, to initiate PMTCT in that facility.

August 2006: Became member of international network of GMC medical network with staff of World Bank on workplace program on HIV/AIDS. This is an ongoing program.

September 2006: Scaled up the orphans and vulnerable children support to 60 children in Benue, Kaduna, Cross River and Osun states.

November 2006: Received grant from the Federal Ministry of Women Affairs and Youth Development Nigeria, to support 58 orphans and vulnerable children in FCT.

January 2007: Collaborated with AFRICARE on WISE PROJECT to care and treat vulnerable girls and women with infectious diseases.

March 2007: Received grant from the Society for Family Health (SFH) to train 196 healthcare workers on HIV Counseling and Testing for the Global Fund Round 5 Year 1; scale up of comprehensive HIV/AIDS treatment, care and support in Nigeria (Year 1).

November 2007: Received grant from the Society for Family Health (SFH) under Global Fund to train 142 healthcare workers on HIV counseling and testing for the Global Fund Round 5 Year 2.

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February 2008: Received donation from Clinton Foundation on second line adult ART to complement the Global Fund ART.

February 2008: Received grant from the Society for Family Health to train 3,559 healthcare providers including doctors, nurses, pharmacists and proprietors of private medicine vendors on new malaria prevention and treatment strategies across the northern states on Global Fund (Malaria) Round 4 Phase II.

May 2008: Collaborated with National Directorate of Employment (NDE) to train 40 orphans on marketable skills and small business cooperatives in HIV-affected communities in FCT. NDE is a federal agency that assists individuals in skills training and job placement to address the unemployment problems in Nigeria.

June 2008: Outreach activity offering free HIV testing in Mpape community to 112 individuals.

February 2009: Received grant from the Society for Family Health to train 204 healthcare workers on HIV Counseling and Testing for the Global Fund Round 5 Year 3.

July 2009: Gede Foundation opened and moved to a new location in October 2008 and held an Open House in July 2009. In attendance during the Open House were the National Coordinator for HIV/AIDS and STI Division of the Federal Ministry of Health, National Coordinator HIV/AIDS and STI Division, representatives from state governments, other government agencies, embassies, other NGOs, international organizations, beneficiaries, and stakeholders.

We have attended and published 58 abstracts in conferences, such as international AIDS conferences in Bangkok, Canada, and Mexico; International Conferences on AIDS and Sexually transmitted diseases in Africa (ICASA).

Gede Foundation has a team of committed experts in basic clinical, laboratory and social sciences that work tirelessly towards the realization of our goals.

D. List of Partners

Partners in OVC Supported

Gede Foundation partnered with several organizations to identify, screen, and monitor OVC beneficiaries in different states in Nigeria. We share a common goal in providing assistance to children orphaned by AIDS in the form of tuition, books uniforms, and other school materials: **Ohioma Foundation (Otukpo, Benue State)**Works to empower orphans by training them in income-generating activities within their communities.

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Jireh Foundation (Makurdi, Benue State) Focuses on assisting children and adults orphaned and widowed by HIV/AIDS. Their mission is to provide support for members of these vulnerable groups through empowerment and sustainable development, as well as scholarship support to orphans.

Mothers' Welfare Group (Kaduna State) The organization was established over 10 years ago providing a comprehensive care and support to people infected with HIV, and orphans and vulnerable children.

Living Hope Care (Illesha, Osun State)

The organization mobilizes the local communities to care for orphans within households.

We-Women Development Initiative (Calabar, Cross River State) The organization builds capacity of women groups to carry out intervention within their communities.

Organization for Positive Productivity (Abuja) This support group of people living with HIV/AIDS works with the Foundation to select the child beneficiaries for the scholarship program.

Catholic Action Committee on AIDS (Abuja)
The Foundation collaborated with this faith-based organization to provide nutritional support to families affected by HIV/AIDS and educational support for children orphaned by AIDS.

Partners in Treatment and Care

The second group of partners are those who avail of the Foundation's services for their employees as well as those who provided free test kits and anti-retroviral drugs.

The William J. Clinton Foundation The William J. Clinton Foundation, a nonprofit charitable organization based in Arkansas, USA, and Gede Foundation entered into a two-year partnership under the Clinton Foundation HIV/AIDS Initiative on February 10, 2007. Committed to increasing the number of children that can access free HIV/AIDS treatment and care in Nigeria, the Clinton Foundation provided pediatric first- and second-line anti-retroviral drugs, rapid test kits, prophylaxis to treat HIV opportunistic infections for children under the age of 18 years, nutritional supplement (Plumpynut) for severely and moderately malnourished children under 18 years irrespective of HIV status, and second-line anti-retroviral drugs for adults.

Education Trust Fund (ETF)ETF is a Federal government agency responsible for the improvement of education in Nigeria. The agency signed a one-year treatment

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agreement (renewable upon expiration) with Gede Foundation on February 17, 2006 for the treatment of their staff who tests positive to HIV/AIDS. The Foundation's doctors supervise and monitor the antiretroviral treatment of these employees.
Voluntary Services Overseas (VSO)VSO is an international development charity that works through volunteers. Their office in Abuja signed a two-year agreement with Gede Foundation on March 13, 2006 that covers the treatment of staff and volunteers for HIV/AIDS and opportunistic infections. **Africare** Africare is a leading international nonprofit organization devoted to alleviating health and social problems in Africa. They are currently engaged in a two-year project called WISE (Women's Initiative for Sex Education and Economic Empowerment) in Nigeria. This project is primarily aimed at skills acquisition training among sex workers to help them find alternative livelihoods. Participants in the WISE program are required to undergo a comprehensive health examination that includes tests for HIV, STIs and other opportunistic infections. Gede Foundation's role is to provide health examination to WISE participants. The one-year agreement was signed on January 23, 2006 and is renewable upon expiration.
World Bank/GMC GMC is an insurance company based in Paris, France, is in charge of the health insurance coverage for the World Bank staff in Nigeria. Based on recommendations from the World Bank country office in Nigeria, GMC solicited the treatment services offered by Gede Foundation for its staff. A contract was signed between GMC and Gede Foundation on August 23, 2006. The agreement covers HIV/AIDS testing and treatment cost for identified World Bank staff and family members.
Royal Netherlands Embassy/PharmAccess PharmAccess Foundation is an organization based in Amsterdam that fights HIV/AIDS by facilitating access to antiretroviral treatment. PharmAccess works in collaboration with Gede Foundation to plan and implement the awareness and prevention programs for the embassy staff and family members of the Royal Netherlands Embassy in Nigeria. The agreement was signed on January 12, 2005.
Ministry of Defense (Nigeria) The Ministry of Defense clinic located in the Mogadishu barracks, which handles all their HIV treatment cases, sends all samples to the Gede laboratory on a weekly basis for CD4, viral load, and other diagnostic examinations. This project is supported by the Centers for Disease Control (CDC) as part of an ongoing project for military personnel in the country. **International Center for AIDS Care and Treatment Program (ICAP)** ICPA is an initiative of the Columbia University. The project is being implemented in Nigeria with project sites across the country. They offer HIV/AIDS testing and treatment to beneficiaries. They make use of Gede laboratory for all their CD4 investigations for the Kafanchan site.
Christ Medical Mission Christ Medical Mission is a private health care facility that provides comprehensive health care to the public. CMM and Gede Foundation entered into an agreement on the provision of laboratory services and anti-retroviral drugs to patients that CMM may refer to Gede. The partnership started on May 18, 2007.
Medecins Sans Frontieres (MSF)MSF is an international, private, non-

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governmental, non-profit organization that offers assistance to populations in distress, to victims of natural or man-made disasters, to victims or armed conflict through the provision of free medical assistance to those affected. MSF and Gede entered into an agreement on the provision of laboratory services, specifically viral load assays, by the latter to the former's special project on HIV/AIDS on July 31, 2007.**Rainbow Clinics** Rainbow Clinics is another private health care facility that provides comprehensive health care to the public. Rainbow Clinics and Gede Foundation entered into an agreement on the provision of laboratory services and anti-retroviral drugs to patients that the clinic may refer to Gede. The partnership started on July 3, 2007.

Partners in Training

Society for Family Health (SFH) Although the HIV/AIDS epidemic has been reported by the Nigerian Federal Ministry of Health (2006) to have stabilized at 3.1%, the lack of awareness about HIV/AIDS among the population continues to be of great concern to many. In a country of 141 million people, 3.1% translates to 4.37 million people living with HIV/AIDS. Health professionals who are in different parts of the country are often heard saying that they need more training on the treatment and care of people living with HIV/AIDS, that a number of them lack the basic knowledge to be able to educate people in their communities on how to prevent the spread of HIV, and to treat and care for people living with the disease, particularly those who live in rural areas where they do not have access to health facilities. In 2006, the Society for Family Health (SFH) was a recipient of the Global Fund for setting up voluntary counseling and testing (VCT) centers, and monitoring and evaluation. SFH awarded a grant to Gede Foundation to partner with them in training health workers in a number of states. The project targeted 360 health workers for the training with the purpose of posting them in VCT sites that would be set up in the Northern States. In 2006, 196 health care workers were trained from 7 states (Benue, Nassarawa, Taraba, Kogi, Niger, Adamawa, and Katsina) while 142 health care workers were trained in 2007 from 6 states (Plateau, Gombe, Kaduna, Sokoto, Borno and the Federal Capital Territory/Abuja). This totals to 338 trained health workers, a number that is 22 participants short of the target number. The 10-day training consisted of counseling, testing, laboratory practices, and record keeping.

Federal Action Committee on AIDS /World Bank Gede Foundation was awarded a $30,000 grant from the World Bank through the Federal Action Committee on AIDS (FACA) to expand its scholarship program for school year 2005-2006. Forty-five (45) scholars were enrolled in the regular scholarship program and sixty-five (65) were enrolled in the skills acquisition program in rural settlements around the Federal Capital Territory—Kabussa, Karshi, and Jiwa. The grant provided recipients with tuition, lesson fees, books, uniforms, sandals, sneakers, transportation, stipend, and admission fee. The skills acquisition component of the program affords the orphans the

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opportunity to acquire marketable skills in computer, tailoring, fashion design, hairdressing, knitting and automobile repair. The students had access to medical care and fitness examination at the Gede clinic. They participated in education and recreational activities organized by the Foundation throughout the year. On July 13, 2007, a Memorandum of Understanding was signed between Gede Foundation and the Kabussa Community on the Operation of Skills Acquisition Center. The center was set up as one of the mechanisms to sustain the impact of the training. The community donated the land and building while Gede Foundation equipped the center with 2 sewing machines, 2 knitting machines, and IEC materials. The foundation regularly monitors the center's projects and activities. All of the children who were trained in Kabussa in 2007-2008 were reported to have found jobs after the training.

E. The Future

It is with great pride that we look back on what the Foundation has accomplished. The Foundation's coming activities will revolve around building a constructive relationship with federal agencies, national and local authorities as partners in the implementation of programs addressing issues of discrimination and rights of HIV/AIDS persons and building commitment on policy on AIDS. We have currently initiated and about to implement for year 2010 the following programs:

- Expansion of the OVC program to various states to benefit more students across Nigeria
- Scale up of treatment and care services through the establishment of satellite offices and treatment sites in underserved areas, particularly in the northern states of the country
- Collaboration with local NGOs and community-based organizations (CBOs) to reach out to more rural communities across the states
- Engage in more aggressive fundraising campaigns to fund Foundation-initiated projects and to offer grants to partner organizations who share our vision
- Partner with regional organizations in West Africa and international organizations to implement projects involving women and children

END OF DR. TICAO'S PROFILE

You asked for the sources of funding for the Gede Foundation. Dr. Ticao has maintained detailed lists of all contributors to the Gede Foundation, which are attached to this letter. Please note that the chart of contributions for Nigeria lists the contributions in Nigerian naira, not U.S. dollars.

As is apparent from the contributor lists, after an initial fundraising event in 2003 in Washington, D.C., Mrs. Abubakar has been the main source of funding for the Foundation. The charts refer to her as "HE." The source of Mrs. Abubakar's contributions is her husband.

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The Gede Foundation has had the following U.S. bank accounts:

Chevy Chase Bank 19643031265, opened 2/4/02, closed 5/31/07
Citibank 17581251, opened 2/5/02, closed 6/1/07
Citibank 17581366, opened 5/1/02, closed 6/1/07
Citibank Money Market 17581278, opened 2/12/02, closed 3/31/06
Wachovia 20002457143, opened 6/11/07, closed 1/11/08
Wachovia 200002457130, opened 6/11/07, closed 1/14/08
Eagle Bank [redacted], opened 5/30/07, still active
Eagle Bank [redacted], opened January 29, 2008, still active

In each case where a Gede Foundation U.S. account was closed, the bank involved notified the Foundation that it was closing the account, without providing an explanation. We have produced the letters from Wachovia and Chevy Chase closing the accounts. Mrs. Abubakar and I surmise that the banks closed the accounts because of her association with the Gede Foundation, and because Mr. Abubakar held public office in Nigeria. Mr. Abubakar was not employed by the Nigerian government for at least 10 years before he became Vice President in 1999. Mrs. Abubakar knew him for several years before he became Vice President, and he was a wealthy man before he assumed office. Mrs. Abubakar and I also surmise that the banks closed accounts related to the Abubakars because of statements made by Congressman William Jefferson recorded on tape by a woman cooperating with an FBI investigation of Congressman Jefferson that have caused misleading and inaccurate stories about the Abubakars, and about the Gede Foundation.

I prepared the following summary of the evidence in the Jefferson case, compiled from publicly available search warrant affidavits:

Overview

A close analysis of the publicly-released sections of the affidavits filed in support of applications to search the home of Jennifer Abubakar, wife of the former Vice President of Nigeria, Atiku Abubakar, and the Congressional office of William Jefferson, reveal that Jefferson's statements about the Vice President to Lori Mody were demonstrably false. In August, 2005, the FBI took the extraordinary step of searching the Vice President's wife's home, because agents believed Jefferson's tape-recorded statements that he had paid $100,000 in cash to the Vice President. In fact, the results of the search, as detailed in the application to search the Congressman's office filed in May, 2006, revealed that Jefferson had not paid the Vice President anything.

Background–Mody goes to the FBI because Jefferson was defrauding her

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In March, 2005, Lori Mody went to the FBI, because she believed that Jefferson, his former Chief of Staff, Brett Pfeffer, and Vernon Jackson, the President of iGate, had defrauded her. (Md. affidavit, paragraph 25). Mody had hired Pfeffer to work for her foundation. (Md. affidavit, paragraph 14). In June, 2004, Pfeffer introduced Mody to Jefferson. Jefferson in turn introduced Mody to Vernon Jackson, the President of iGate. (Md. affidavit, paragraphs 15-16.) Jefferson and Jackson said that iGate had the opportunity to provide internet technology to Nitel, the government-owned phone company in Nigeria. Jefferson vouched for Jackson and iGate, and said that the Nigerian opportunity was "a deal you can't refuse." (Md. affidavit, paragraphs 15-16).

Between July and September, 2004, Jefferson, Jackson, and Pfeffer induced Mody to invest $3.5 million in iGate. They told her that this initial investment would be paid to NDTV, a Nigerian telecommunications company, to secure iGate's rights to internet technology. Contrary to those representations, iGate forwarded only $1.75 million to NDTV, and Jackson spent the remaining $1.75 million for other purposes, including, apparently, paying some portion of $400,000 in consulting fees to a dummy corporation owned by Jefferson's wife and daughters. (Md. affidavit, paragraph 19; D.C. affidavit, paragraphs 9, 72-76). Pfeffer also induced Mody to invest another $3.2 million in another company, EIM, with promises that Jefferson would also promote that company's business. (D.C.. affidavit, paragraph 25).

At a meeting in the Congressional dining room in December, 2004, Jefferson told Mody that he wanted Mody to give five to seven percent of her Nigerian company to Jefferson's five daughters. Tellingly, during this phase of his relationship with Mody, **Jefferson told her that his point of contact in Nigeria was the President of Nigeria, not the Vice President.** (Md. affidavit, paragraph 17). In another indication of that Jefferson had no relationship with the Vice President, in August, 2004, Jefferson introduced Mody to Suleiman YahYah, the President of Rosecom, the Nigerian telecommunications company that was to serve as iGate's local partner. In an affidavit designed to provide probable cause to search the Vice President's home, there is no mention that Jefferson suggested any ties between YahYah and the Vice President. (Md. affidavit, paragraph 20).

When Mody demanded verification that iGate had paid the $3.5 million to NDTV, Jackson put her off. Mody also uncovered evidence that Pfeffer was spending Foundation money without her authorization. (D.C. affidavit, paragraphs 22-23). In February, Mody furloughed Pfeffer from employment with her foundation, hired a lawyer to contact Jackson, and did not respond to emails from Jefferson. (D.C. affidavit, paragraph 23). In March, 2005, Mody went to the FBI, and agreed to secretly tape record conversations with Jefferson, Pfeffer, and Jackson. (D.C. affidavit, paragraph 24).

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Jefferson starts mentioning the Vice President to give an appearance of motion to a disappointed investor

Acting at the direction of the FBI, Mody met Pfeffer on March 31, 2005, under the guise of restoring the iGate and EIM deals. Pfeffer called Mody an hour after that meeting to say that Jefferson was still willing to move forward on the deals. Jefferson met Mody on April 12, 2005, and in a detailed conversation about how the Nigerian deal would unfold, and how Mody would need to partner with YahYah and Rosecom in Nigeria, Jefferson again failed to mention the Vice President as being involved in any way. (Md. affidavit, paragraph 29).

Jefferson met Mody again on April 27, 2005. Against a backdrop where Jefferson knew that Mody had pulled back for almost two months in February and March for lack of progress, and where Jefferson had every incentive to create the appearance of motion and his own importance, Jefferson mentioned the Vice President for the first time. Up to that point, Jefferson had told Mody that his point of contact in Nigeria was the President of that country, and had not mentioned the Vice President in connection with YahYah and Rosecom. (Md. affidavit, paragraphs 17, 20). Now Jefferson told Mody that the Vice President of Nigeria was scheduled to arrive in Washington on May 1, 2005. (Md. affidavit, paragraph 31). As was the case with everything else Jefferson said about the Vice President, this was not true. The Vice President did not travel to Washington in May.

Jefferson went on to say that the Vice President "has more deals going than the . . . man in the moon," and said that the word for the Vice President "might be . . . corrupt." Mody followed up by asking if Jefferson had talked to the Vice President about the iGate deal. Jefferson replied, "He thinks it's great. He can easily be involved in this." (Md. affidavit, paragraph 31). Again, Jefferson's statement to Mody about the Vice President is demonstrably false. If Jefferson had already lobbied the Vice President about the iGate deal, and the Vice President had actually said that he thought the iGate deal was "great," Jefferson certainly would have mentioned that fact in his repeated conversations with Mody from June, 2004, through April, 2005. Further, if Jefferson already had a relationship with the Vice President, he would not later have written a formal letter addressed to the Vice President through the Nigerian embassy. (Md. affidavit, paragraphs 44-45). It is reasonable to infer that Jefferson's damning generalizations about the Vice President being corrupt, unsupported by any specifics, were designed to make Jefferson look knowledgeable and connected, and to create the false impression that Jefferson had extra influence in Nigeria.

On May 4, 2005, Jefferson told Mody that he had met with YahYah in the United States, and that the Nigerian deal was going well. Jefferson told Mody that he now believed there was no need to talk to the Vice President, and that it was "better not to

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bring all those hands into the pot if we don't need to." Jefferson said that he could meet the Vice President later, if necessary. (Md. affidavit, paragraph 32). Again, Jefferson's statements demonstrate that he did not have a relationship with the Vice President, and that the Vice President was not involved with Rosecom.

On May 12, Jefferson met Mody for dinner in Washington, D.C. During that conversation, Jefferson talked about the need to "motivate" YahYah, because "He's got a lot of folks to pay off." While Jefferson talked about YahYah's need to pay off "Ministers" and "local people," Jefferson did not mention the Vice President. (Md. affidavit, paragraphs 33, 34). Jefferson also upped his demands for his daughters' share in Mody's Nigerian company to 18-20%. (Md. affidavit, paragraph 36). In addition to Jefferson's documented demands for greater profit participation in the Nigerian deal, the search warrant applications also briefly mention that at some point during these conversations with Mody, Jefferson mentioned that he would need Mody to provide another million dollars "to play with things." (Md. affidavit, paragraph 52, describing Jefferson's "previous discuss[ion] of the $1 million). It is reasonable to infer that Jefferson, who had already helped induce Mody to part with $6.7 million, was trying to get more money out of her by suggesting that he needed it to "motivate" YahYah and pay bribes. Mody would have no way of knowing whether bribes were actually paid, and would not be in a position to demand her money back without implicating herself in a bribe scheme.

As part of his scheme to get Mody to give him another million dollars, Jefferson reversed field about the Vice President. On May 4, Jefferson had told her there was no need to involve the Vice President. (Md. affidavit, paragraph 32). By June 8, Jefferson began telling Mody that he needed to bribe the Vice President. (Md. affidavit, paragraph 49). Why would Jefferson start talking about bribing the Vice President on June 8, when he had previously said that his primary point of contact was the President of Nigeria? The answer is that Jefferson knew he could create the appearance of motion and influence with the Vice President, because he had learned that the Vice President was coming to the United States in July to visit his American wife Jennifer. Jefferson suggested that the bribes could be paid through a contribution to Jennifer's foundation, which Jefferson said was a "likely front." (Md. affidavit, paragraph 49). Of all the lies that Jefferson told about the Vice President, this is perhaps the most damaging and unfair. Jennifer Abubakar co-founded the GEDE Foundation to create an AIDS clinic in Nigeria. Jennifer Abubakar voluntarily provided the bank records and donor lists for the GEDE Foundation to the FBI, and appeared for voluntary interviews with the government during this investigation. Jennifer truthfully told the government that Jefferson had invited her to lunch on June 7 (the day before Jefferson started talking to Mody about bribing the Vice President), and learned that the Vice President was planning to visit her in July. Jefferson asked Jennifer to set up a meeting between Jefferson and the Vice President when the Vice President was in the United States. The

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GEDE Foundation records that Jennifer voluntarily provided show that the Abubakars have poured hundreds of thousands of dollars of their own money into the Foundation for its legitimate expenses. The GEDE Foundation is not a front. Jefferson didn't even know what the foundation was for–he vaguely described the foundation's purpose as to "help Nigerian women." (Md. affidavit, paragraph 49). Jefferson's use of the word "likely" further demonstrates that he really had no knowledge as to whether Jennifer's foundation was a front.

On June 21, 2005, Jefferson wrote a formal letter addressed to the Vice President through the Nigerian embassy. Jefferson began the letter by saying "I wish to bring [the iGate] project to your attention . . . ." (D.C. affidavit, paragraphs 45-46).If Jefferson had already discussed the iGate project with the Vice President, and the Vice President already though the project was "great," as Jefferson had previously told Mody (Md. affidavit, paragraph 31), wouldn't Jefferson have reminded the Vice President of those earlier conversations in the letter? Instead, the letter was written as if Jefferson was "bring[ing] [the iGate] project to [the Vice President's] attention" for the first time. Further, if Jefferson had the kind of personal relationship with the Vice President that made Jefferson confident that he could discuss bribes with him, why would Jefferson address the letter through the Nigerian embassy?

On July 18, Jefferson and Mody drove together to the home of the Vice President's wife, Jennifer, in Potomac, Maryland. Jefferson met privately with the Vice President for approximately one hour, while Mody waited in the living room, unable to tape record the conversation with the Vice President. (Md. affidavit, paragraph 51). It is telling that Jefferson did not invite Mody in to meet with the Vice President. After the meeting, Jefferson told Mody that the Vice President had agreed to help with the iGate deal, and that iGate's debt to NDTV had been extinguished. Again, the verifiable details prove that Jefferson was lying. NDTV still contends that iGate owes it money. Jefferson also said that the Vice President demanded 50% of Rosecom's profits from the deal, and "maybe, I know what we're playing with . . . on the front end." Jefferson suggested that he would need $500,000 of the $1 million he had discussed with Mody to bribe the Vice President. (Md. affidavit, paragraphs 51-52).

In a series of tape recorded conversations, Mody agreed to give Jefferson $100,000 in cash to bribe the Vice President. The FBI videotaped Mody delivering the $100,000 in cash to Jefferson as 8:30 a.m. on Saturday, July 30, 2005. (Md. affidavit, paragraphs 52-56). As a matter of standard law enforcement procedure, the FBI recorded the serial numbers of the $100 bills that Mody delivered to Jefferson.

It was early on a Saturday morning. Jefferson had just received $100,000 in cash. Jefferson knew that the Vice President was in Potomac, but was returning to Nigeria the next day. Jefferson had negotiated ever-increasing profit shares in the iGate

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deal for himself and his family. If Jefferson truly believed all the things he had told Mody on tape–that he needed to bribe the Vice President to make the iGate deal happen, and that the Vice President was looking for money up front–that Saturday was Jefferson's best chance to deliver the bribe money to the Vice President. He had all day to do it.

On Monday, August 1, Jefferson met Mody in Tyson's corner at 10:15 a.m. In a tape recorded conversation, Mody pressed Jefferson for confirmation that he had delivered the $100,000 to the Vice President. Jefferson told her, "I gave him the African art that you gave me and he was very pleased." (Md. affidavit, paragraph 57). The FBI believed that Jefferson had delivered the money to the Vice President. Federal agents obtained search warrants and executed searches of Jennifer Abubakar's home and the homes of Mr. Jefferson.

The affidavit filed in support of the search of Jefferson's Congressional office detailed the results of those searches, conclusively proved that Jefferson had been lying to Mody about the Vice President. The FBI found $90,000 of the cash concealed in Jefferson's freezer. Investigation revealed that Jefferson had given $4,800 of the cash to a female legislative aide. Jefferson's lawyers later delivered all but one of the remaining $100 bills to the government. (D.C. affidavit, paragraphs 57-58).

With all day to deliver $100,000 in cash to the Vice President, Jefferson had kept it instead. He lied to Mody when he told her that he had delivered the cash. The cash in Jefferson's freezer, and his lie to Mody about delivering the money, conclusively demonstrates that Jefferson's talk about bribing the Vice President was just one more step in a series of actions designed to get money out of a rich and naive Virginia businesswoman. Jefferson's lies have not only tarnished his office, but have unfairly tarnished the reputations of the Vice President and his wife.

A jury later convicted Congressman Jefferson of multiple felony counts. However, Count 11 of the Indictment was the only count specifically charging Jefferson with violating the Foreign Corrupt Practices Act by attempting to bribe Atiku Abubakar. After hearing the history of Jefferson's relationship with Mody, and after hearing Jefferson say on tape that he had delivered the $100,000 in cash to Abubakar, when in fact Jefferson had kept the cash in his freezer, the jury found Jefferson not guilty on Count 11.

8. Please explain why you requested a loan from Citibank, the amount of the loan, the amount which you paid back to Citibank, and the source of the repayment.

Citibank offered Mrs. Abubakar a line of credit for $300,000. She borrowed money against that line of credit when she needed additional cash to meet expenses and/or to fund

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charitable activities. She made payments on the line of credit throughout the course of her banking relationship with Citibank, and afterward. When Citibank closed her accounts and she transferred them to Eagle Bank, Mrs. Abubakar asked Eagle Bank for a line of credit which she used to repay the Citibank line of credit. All monies used to make the repayments on the line of credit, as well as all monies used to pay her expenses, and to fund her contributions to AUN, GEDE Foundation, and American politicians and political groups, came from her husband.

9. Please identify the beneficial owner of Faibros Investments FZ-LLC, its business purpose, and explain why the Jennifer Douglas Abubakar Trust at Chevy Chase bank transferred $500,000 to this entity in 2007.

Mrs. Abubakar is the beneficial owner of Faibros Investments FZ-LLC. She created the company for the purpose of investing in property, and the transfer was to fund an investment.

10. Please describe any interest in Orlean Investment Holdings Limited held by Atiku Abubakar, yourself or any entity you or Mr. Abubakar control, own, benefit from or serve as a grantor, trustee or beneficiary.. Provide any information on the nature and value of the interest, when it was received, from whom it was acquired and why it was acquired.

Mrs. Abubakar has no personal knowledge of Orlean Investment Holdings Limited or of any interests in Orlean Investment Holdings Limited responsive to the question. We are providing information concerning Mr. Abubakar's relation to Orlean Investment Holdings through a letter from Nigerian counsel, attached to the response for Edward Weidenfeld.

11. Please describe why approximately $30 million was paid into the LetsGo account by Sonangol in June 2005.

Please identify the date, amount and reason for any other transfers from Sonangol into LetsGo, Guernsey Trust, Sima Holding Limited, China Castle Investments, Orlean Investment Holdings, or any Jennifer Douglas or Gede account.

Mrs. Abubakar has no personal knowledge of why $30 million was paid into the LetsGo account by Sonangol in June 2005, and she has no knowledge of any transfers responsive to the question.

12. Who are Francis Iwenjiora and Kamal Fayad and what are their relationships to you and Mr. Abubakar?

Francis Iwenjiora is Mrs. Abubakar's brother and trustee of the Jennifer Douglas Abubakar Family Trust. Kamal Fayad is a tutor who worked with the Abubakars' children in the United States.

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13. Please describe any relationship Gabriele Volpi or any of his family has with Atiku Abubakar, yourself, LetsGo, Guernsey Trust, Sima Holding Limited, Orlean Investment Holdings Limited or China Castle Investments.

Based on her personal observations, Mrs. Abubakar can say that Gabriele Volpi is a close and trusted friend and business associate of her husband. She has a friendly relationship with Mr. Volpi. Mrs. Abubakar has no personal knowledge of any relationships that Mr. Volpi or his family have with any of the entities listed in the question. We are providing some information concerning Mr. Volpi's relationship to Guernsey Trust through a letter from Nigerian counsel, attached to the response for Edward Weidenfeld.

14. Please identify the date, amount and purpose of any transfer from Orlean Investment Holdings Limited into the LetsGo account and explain why the funds were transferred into the LetsGo account rather than the Guernsey Trust account.

Mrs. Abubakar has no personal knowledge of such transfers or the reasons for such transfers, and no personal knowledge of the entities listed in the question.

15. Provide documents related to the beneficial owners, purpose, beneficiaries, trustees, managers or accounts signatories or sources of funding for

a. Guernsey Trust Company
b. LetsGo Limited
c. Sima Holding Limited
d. China Castle Investments
e. Orlean Investment Holdings Limited

Provide documents related to communications with American University, American University of Nigeria, Citibank, Wachovia, or Chevy Chase Bank regarding the companies listed in a-e.

See answers to 3-6. To the best of her knowledge, Mrs. Abubakar does not possess such documents.

16. Provide any bank records of fund transfers involving Guernsey Trust, LetsGo Limited, Sima Holding Limited, China Castle Investments, Orlean Investment Holdings Limited, and American University of Nigeria that went into our out of accounts held by you or in which you had signatory authority and any communications related to these transfers.

Based on the questions asked, it is apparent to us that the Subcommittee has already obtained Mrs. Abubakar's personal bank accounts, and may have access to more of her banking

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information than we do. We will produce whatever responsive banking documents we have been able to organize by the date of this response. We will consult with the Subcommittee about any additional banking records that the Subcommittee wants us to produce.

17. Provide documents related to a January 2005 transfer of $30 million from Sonangol into the Letsgo Limited account.

    Mrs. Abubakar has no documents responsive to this request.

18. Provide documents related to any exchange of interest in Intels held by Atiku Abubakar, a trust established for the benefit of Mr. Abubakar, or any family member, Guernsey Trust, LetsGo Limited, Sima Holding limited, China Castle Investments or Orlean Holdings Limited.

    Mrs. Abubakar has no documents responsive to this request.

19. Provide any records of the purchase of a home, including documents that show the ownership of that home, in Dubai by the transfer of approximately $125,000 in funds.

    We are in the process of gathering such documents.

NON-WAIVER OF PRIVILEGES

In answering these questions, we have been careful not to include any information that Mrs. Abubakar learned from marital communications or communications with attorneys representing her. That should not be interpreted to imply one way or another that any of her answers would change if the answers included information learned from privileged communications.

We hope that the Subcommittee will continue to allow us to voluntarily address its requests for information. As indicated above, we are continuing to gather information and plan to provide additional information promptly. We ask that you give us the opportunity to supplement our responses to address any concerns you have about these initial responses, and in the event that Mrs. Abubakar recalls any additional responsive information.

Very truly yours,

Christopher B. Mead

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November 13, 2009

Laura Stuber
Counsel, Permanent Subcommittee on Investigations
Committee on Homeland Security and Governmental Affairs
United States Senate
Washington, D.C. 20510-6250

Re: Answers to questions for Ed Weidenfeld

Dear Ms. Stuber:

My client, Ed Weidenfeld, thanks the Subcommittee for the opportunity to voluntarily respond to its requests for information. We have worked hard to gather information and documents responsive to your October 30 letter. We are pleased to provide you with initial narrative answers and documents responsive to your requests by the due date. As indicated below, there are some requests where we are continuing to gather information. We are in the process of collecting additional documents and information in order to provide complete and accurate answers.

ANSWERS TO QUESTIONS FOR ED WEIDENFELD

1. Please describe the history and nature of your relationship with Atiku Abubakar and Jennifer Douglas Abubakar.

Ed Weidenfeld is United States counsel to Jennifer Douglas Abubakar and Atiku Abubakar. He first met Jennifer Douglas Abubakar in the late summer of 2002. Once his firm completed the initial estate planning services for her, Mr. Weidenfeld had infrequent contact with Mrs. Abubakar until January 2004, when Mrs. Abubakar again contacted him for additional legal services. From 2004 through mid-2005, Mr. Weidenfeld continued to perform legal services for Mrs. Abubakar. He believes that on one occasion between 2002 and 2005, Mr. Abubakar accompanied Mrs. Abubakar to his office. Shortly after the government executed a search warrant at the Sorrell Avenue residence in August, 2005, Mr. and Mrs. Abubakar sought Mr. Weidenfeld's advice with respect to dealing with the U.S. government in connection with the ongoing Jefferson investigation, and asked for a recommendation of an attorney experienced in criminal law matters. Mr. Weidenfeld has worked closely as co-counsel with the Abubakars' criminal defense counsel since that time.

In the fall of 2005, the Abubakars sought Mr. Weidenfeld's advice on consulting arrangements that had been previously established for Mr. Abubakar's presidential campaign in

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Nigeria, and for continuing advice about how the ongoing U.S. investigation of Congressman Jefferson might impact the electoral process in Nigeria. Mr. Weidenfeld has continued to provide legal advice to the Abubakars about any and all interactions with the U.S. government, including the Department of Justice. He has provided legal advice to the Abubakars about their interactions with banks. At their request, he has become involved in the representation of the American University of Nigeria. He has also provided advice to the Abubakars in connection with inquiries from this Subcommittee related to American University's relationship with the American University of Nigeria (AUN).

2. Please describe your relationship with American University of Nigeria (AUN), including the roles in which you served, who suggested or requested that you fulfill those roles and the periods of time over which you fulfilled those roles.

Mr. Weidenfeld is U.S. counsel for AUN. He has served as disbursing agent and cosignatory on accounts used to pay expatriate staff and faculty of AUN.

In the spring of 2007, the Abubakars were involved in the negotiations over a new management agreement between AUN and the American University of Washington D.C. (AU). The Abubakars introduced Mr. Weidenfeld to AU faculty members Bob Pastor and Lou Goodman. Mr. Weidenfeld also met Patrick Ukata of AU. Mrs. Abubakar, a member of the board of AUN, asked for Mr. Weidenfeld's advice regarding the agreement with AU.

In the spring of 2007, Mr. Weidenfeld learned, from either Jennifer Abubakar or Bob Pastor, that salaries of expatriate faculty and staff were paid by wire transfer from an account Mrs. Abubakar had established at Citibank. He understood that this account was funded by Mr. Abubakar. At approximately the same time that he learned of this account, he learned that Citibank was terminating the account. It was Mr. Weidenfeld's understanding that without this or a similar account, the ability of AUN to retain and recruit non-Nigerian staff would be severely limited. On behalf of the Abubakars and AUN, Mr. Weidenfeld engaged in intensive discussions urging AU to provide this payment facility for expatriate staff and faculty. Bob Pastor and Patrick Ukata told him that American University's financial office would not open such an account because AU wanted to maintain the separate identities of each institution.

With the Citibank account closing, a replacement facility was urgently required. At approximately the same time, Chevy Chase Bank gave notice it would no longer serve as trustee for the Jennifer Douglas Family Trust ("the JDA trust"), and the money manager for the JDA trust announced their intention to resign. The Abubakars requested that Mr. Weidenfeld find a new money manager, as well as a new trustee to replace Chevy Chase.

Mr. Weidenfeld believes that he spoke with Georgetown Bank about the Abubakars during

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this period. He also believes that he contacted SunTrust Bank and Wachovia Bank. Wachovia provisionally approved opening an account for AUN in July 2007. The account number was 2000028808282. By board resolution, AUN designated Jennifer Abubakar and Mr. Weidenfeld as signatories on this account. In December 2007, Wachovia Bank gave notice that it would terminate the account in January 2008. Mr. Weidenfeld does not have a specific recollection of suggesting that Mrs. Abubakar could be removed as a signatory on this account. If he made that suggestion, he believes that he would have done so because he thought that her signatory authority created an issue for the bank as a result of her unfair association with the Congressman Jefferson investigation. It would have been logical for Mr. Weidenfeld to believe that because the account was maintained for the benefit of AUN, Jennifer did not have to be a signatory on the account, and that if her name was removed, the bank might retain the account.

In January 2008, the Weidenfeld law firm and AUN entered into an escrow agreement, appointing the Weidenfeld law firm as escrow agent for the American University of Nigeria. To fulfill his role as escrow agent, Mr. Weidenfeld used a Weidenfeld law firm account with SunTrust Bank. The account was named AUN Special Account, number [redacted]. He believes that he informed Betty Martin, who he believes to be the branch manager of SunTrust at 17th & Eye Streets, N.W., that the purpose of the account was to pay obligations of the American University of Nigeria. On January 28, 2008, the funds remaining in the Wachovia American University of Nigeria account were transferred to the Weidenfeld law firm/American University of Nigeria account at SunTrust. As escrow agent, Mr. Weidenfeld directed the payment of expatriate salaries and expenses out of the account at the direction of AUN.

During this same late 2007/early 2008 time frame, Mr. Weidenfeld continued to contact financial institutions about the JDA Family Trust. He recalls contacting PNC Bank, Ashbridge Investments, J.P. Morgan Private Bank, Samson Capital in New York, Neville Rody and Shaw, Papamarkou Asset Management in New York City, and Lynx Investment Services in Washington, DC. He may have contacted other financial institutions that he cannot recall now. In May 2008, Lynx Investment Services agreed to assume management of the trust assets.

Mr. and Mrs. Abubakar guaranteed AUN's obligations under the escrow agreement. The Weidenfeld law firm/American University of Nigeria account remains open, but activity has ceased.

In April 2008, AUN applied for an account with Standard Chartered Bank in the UK. Standard Chartered opened the account on August 23, 2008. The account number is [redacted]. AUN now pays all expatriate staff and faculty from this account. Mr. Weidenfeld remains a signatory, but an orderly transition to the AUN financial office in Yola is underway.

Mr. Weidenfeld believes that he is the sole officer of the American University of Nigeria Foundation, a 501c)(3) organization that was created to perform charitable activities related to the

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ATTORNEYS AT LAW

= Redacted by the Permanent Subcommittee on Investigations

Laura Stuber
November 13, 2009
Page 4

mission of AUN and to solicit contributions for the University. It has had no activity since its inception, and Mr. Weidenfeld believes that it never had a bank account.

3. Identify the AUN accounts for which you served as signator and/or held power of attorney. Please describe why you served as a signator for accounts involving AUN and explain why you paid salaries for AUN employees.

See answer to question 2. Those accounts were Wachovia, account 2000028808282; SunTrust AUN Special Account, number [redacted] and Standard Chartered, account [redacted]

a. Please describe how these accounts were opened.

See answer to question 2.

b. Please describe why or if these accounts were closed.

Please explain why you suggested to Wachovia personnel that Jennifer Douglas' name could be taken off the AUN account at Wachovia.

See answer to question 2. Mr. Weidenfeld does not have a specific recollection of suggesting that Mrs. Abubakar could be removed as a signatory on this account. If he made that suggestion, he believes that he would have done so because he thought that her signatory authority created an issue for the bank as a result of her unfair association with the Congressman Jefferson investigation. It would have been logical for Mr. Weidenfeld to believe that because the account was maintained for the benefit of AUN, Jennifer did not have to be a signatory on the account, and that if her name was removed, the bank might retain the account.

Mr. Weidenfeld and I surmise that the banks closed the AUN accounts because of their association with the Abubakars, and because the AUN accounts were transferring money abroad to accounts in the names of foreigners. We surmise that the unfair allegations against the Abubakars from the Congressman Jefferson investigation, coupled with Mr. Abubakar's status as a Nigerian politician, caused the banks to close the accounts.

c. Please provide the following:

I. The identity and beneficial owners of Guernsey Trust.

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Please see attached letter from Uyi Giwa-Osagie, Esquire.

ii. The identity and beneficial owner(s) of LetsGo Limited.

Mr. Weidenfeld has no personal knowledge.

iii. The identity and beneficial owner(s) of Orleam Investment Holdings Limited.

Mr. Weidenfeld has no personal knowledge.

iv. The identity and beneficial owner(s) of Sima Holding Limited.

Mr. Weidenfeld has no personal knowledge.

v. The identity and beneficial owner(s) of China Castle Investments.

Mr. Weidenfeld has no personal knowledge.

1) Please provide any information or documents that you supplied to any financial institution regarding the ownership, control, purpose or source of funds transferred from the above entities.

Mr. Weidenfeld has no recollection of supplying any documents related to these entities to any bank, except to Eagle Bank in the last several months in connection with opening up a new account to pay Atiku Abubakar's legal fees. He has no specific recollections of discussing any of these entities with any financial institutions. Although he cannot recall the specifics of any conversations, if he discussed the source of funds for any of the accounts related to AUN or the Abubakars, he believes that he would have repeated his understanding that the funds came from Mr. Abubakar's business interests.

2) Why did you accept funds into the AUN accounts from Guernsey Trust, LetsGo Limited and Sima Holding Limited? What due diligence did you perform on the origin or sources of these funds?

It is difficult for Mr. Weidenfeld to reconstruct precisely when he learned certain information, and also difficult for him to segregate information he learned from privileged communications, which he is

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not including in any of these answers. Mr. Weidenfeld does not believe that he paid any attention to the names of the corporate entities that transferred money to the accounts, because he understood that Mr. Abubakar was the ultimate source of the funds. As a result of his work related to Nigerian politics and Mr. Abubakar's candidacy for the Presidency, he became aware of press articles and other information indicating that it was known in Nigeria that Mr. Abubakar had an ownership interest in the Intels family of operating companies that performed oil logistics services in West Africa, and that Intels was a substantial company. He was also aware that the Abubakars were contributing millions of dollars to fund AUN. As a matter of common sense, it seems absurd to Mr. Weidenfeld that Mr. Abubakar would run proceeds of illegal activity through American banks in order to fund a charitable enterprise, though he does not recall even considering that possibility at the time. As a result of our analysis of the search warrant affidavits and his representation of the Abubakars in that investigation, Mr. Weidenfeld became personally convinced that Congressman Jefferson's statements about the Abubakars and the Gede Foundation were lies designed to get more money out of Lori Mody. Mr. Weidenfeld also knew the Abubakars personally. He liked and respected them. They did not conceal their involvement in AUN's affairs. Mr. Weidenfeld did not hide their involvement from AU or any banks. It never occurred to Mr. Weidenfeld that he should have any concern about accepting Atiku Abubakar's money to fund a U.S.-style university in the predominantly Muslim Northern region of Nigeria. Mr. Weidenfeld is the unpaid co-Chair of the Board of Visitors of the National Defense University. He considered AUN to be an institution that furthered the national interests of the United States, as well as the interests of Nigeria.

As a small firm lawyer, Mr. Weidenfeld did not perform formal due diligence, but he got to know his clients, there was public information in the press indicating a legitimate source of income, he understood that Atiku Abubakar had directed the payments, and it was not a surprise or a concern to him that Mr. Abubakar would have business relationships with various corporations.

As a result of this investigation, Mr. Weidenfeld has come to understand the Subcommittee's ongoing concern with the use of shell

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corporations to conceal the ownership and source of funds in certain foreign transactions. That concern is entirely understandable and legitimate. Mr. Weidenfeld understands that legislation may be appropriate to address this issue. However, in these unique circumstances, Mr. Weidenfeld did not believe that Atiku Abubakar was concealing his role by using these corporations.

Mr. Weidenfeld makes all of these observations with the benefit of reconstruction and hindsight. At the time, he knew his clients personally, he trusted and respected them, and he believed they were transferring funds for charitable purposes. He did not have concerns about accepting their money.

4. Identify the dates, amount and purpose of any funds transferred by Guernsey Trust, LetsGo Limited, Sima Holding Limited, Orlean Investment Holdings Limited, China Castle Investments, Jennifer Douglas Abubakar, or the Gede Foundation into any account controlled by you or your law firm as well as the account into which they were deposited.

Did you continue to accept funds from the above entities and individuals in any Weidenfeld law firm account after a Weidenfeld law firm account was established? If so, please identify the date, amount, source and purpose of any such deposit and explain why the funds were sent to the law firm account rather than the AUN special account.

We are in the process of preparing a chart from bank account statements listing all such funds transfers and deposits into accounts controlled by Mr. Weidenfeld or his law firm. We had hoped to have that chart finished by the due date, but have no quite finished gathering the necessary information. We will promptly supplement this answer when the chart is completed.

Mr. Weidenfeld maintained a separate AUN account for the purpose of disbursing money to pay AUN expatriate salaries and expenses. He continued to accept deposits into his law firm accounts after the AUN account was created to pay his fees and the fees of other counsel and consultants acting at Mr. Weidenfeld's direction or on behalf of the Abubakars. In sum, the purpose of accepting funds into the AUN account was to pay AUN expenses; the purpose of accepting funds into Weidenfeld law firm accounts was to pay Mr. Weidenfeld's fees and the fees of others. Mr. Weidenfeld understood that Jennifer and Atiku Abubakar were the source of all these funds, and that Atiku Abubakar was the source of Jennifer Abubakar's funds.

5. Please provide information as to why accounts in the name of your client, Jennifer Douglas, were closed at Citibank, Wachovia, and Chevy Chase.

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The banks did not tell Mr. Weidenfeld why they closed Jennifer Douglas Abubakar's accounts. We surmise that they closed the accounts because of the unfair association of the Abubakars' names with the William Jefferson investigation, and because Mr. Abubakar was a Nigerian politician.

6. Please identify all financial institutions you contacted on behalf of Jennifer Douglas Abubakar or any entity associated with her in order to open an account, explain any transaction, or discuss the closure of an account. For each institution, please list the approximate date of contact and the reason for the contact.

Please see the answers to questions 2, 3, and 7. Mr. Weidenfeld cannot recall with specificity every contact with a financial institution that he made related to Jennifer Douglas Abubakar. In the last several years, he may have spoken with additional banks to explore the possibility of opening an account or accounts for Mrs. Abubakar, but at this time he cannot recall any additional contacts.

7. In 2007, the Jennifer Douglas Abubakar Trust at Chevy Chase Bank transferred $500,000 to Faibros Investments FZ-LLC.

   a. Please identify the beneficial owner of Faibros Investments and its business purpose.
   b. Please describe why you intervened with Chevy Chase on behalf of this transfer and what you told Chevy Chase about this company and the reason for the transfer.

Mr. Weidenfeld cannot recall the details of what he told Chevy Chase about Faibros or the purpose for the transfer. He does not recall if he knew the beneficial owner of Faibros Investments at the time; if he did, he has forgotten. He understood that the transfer was for the purpose of funding an investment, and he believes, though he is not certain, that he understood that the investment was in Dubai. In general, he recalls strongly urging Chevy Chase to make the transfer because he believed Mrs. Abubakar was being unfairly treated as a result of the Jefferson investigation.

8. Please describe the Gede Foundation, including any accounts that were opened/closed in its name and the reason for the account closure if such accounts were closed.

Please provide the source(s) of funding for the Gede Foundation.

Mr. Weidenfeld understood that Jennifer Abubakar had founded the Gede Foundation, a charity whose primary mission he believed to be providing medical treatment and testing for HIV patients in Nigeria. Mr. Weidenfeld did not track Gede Foundation's sources of funding, but he understood that the Abubakars were generous contributors to the Foundation. Mr. Weidenfeld worked with Dr. Ticao, the President of the Foundation, as he dealt with banks that were closing

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accounts of the Foundation and Mrs. Abubakar.

Mr. Weidenfeld became aware that Chevy Chase Bank and Citibank closed the Gede Foundation's accounts in the summer of 2007, at roughly the same time that those banks closed the personal accounts of Jennifer Douglas Abubakar. When he contacted banks seeking to open accounts for Mrs. Abubakar, Mr. Weidenfeld also sought to open accounts for the Foundation. Wachovia opened accounts for the Foundation in the summer of 2007, and closed them in January 2008, at about the same time that it closed Mrs. Abubakar's accounts there. When Mr. Weidenfeld contacted banks in the late 2007/early 2008 time frame seeking to open accounts for Mrs. Abubakar, he also sought to open accounts for the Foundation. Eagle Bank opened an account for the Foundation at roughly the same time that it opened accounts for Mrs. Abubakar. Mrs. Abubakar has provided more detailed information about the Gede Foundation accounts.

Again, the banks did not disclose the reasons that they closed the accounts, but Mr. Weidenfeld surmised that they closed the Gede Foundation accounts because of its association with Mrs. Abubakar.

9. Please explain why the JDA Family Trust made a $400,000 loan to Jennifer Douglas, how much of the loan has been repaid and the source for that repayment.

Mr. Weidenfeld is aware of the loan, and understood that its purpose was to support Mrs. Abubakar's household and charitable activities. Mr. Weidenfeld always understood that the source of Mrs. Abubakar's funds is her husband. He has not tracked how much of the loan has been repaid.

10. Please describe why approximately $30 million was paid into the LetsGo account by Sonangol in June 2005.

Please identify the date, amount and reason for any other transfers from Sonangol into LetsGo, Guernsey Trust, Sima Holding Limited, China Castle Investments, Orlean Investment Holdings, or any Jennifer Douglas or Gede account.

Mr. Weidenfeld has no personal knowledge of why $30 million was paid into the LetsGo account by Sonangol in June 2005, and he has no knowledge of any transfers responsive to the question.

11. Who are Francis Iwenjiora and Kamal Fayad and what are their relationships to Atiku Abubakar and Jennifer Douglas Abubakar?

Francis Iwenjiora is the brother of Mrs. Abubakar and the brother in law of Atiku Abubakar. Mr. Weidenfeld has dealt with him in his capacity as trustee of the Jennifer Douglas Abubakar Trust.

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Mr. Weidenfeld has no personal knowledge of Kamal Fayad. Mrs. Abubakar has provided information about Mr. Fayad.

12. Please describe any interest in Orlean Investment Holdings Limited held by Atiku Abubakar, Jennifer Douglas or any entity they control, own, benefit from or serve as grantor, trustee, manager, or beneficiary. Provide any information on the nature and value of the interest, when it was received, from who it was acquired and why it was acquired.

Please see attached letter from Uyi Giwa-Osagie, Esquire. Mr. Weidenfeld has no personal knowledge.

13. Please describe any relationship Gabriele Volpi or any of his family has with Atiku Abubakar, Jennifer Douglas Abubakar, LetsGo Limited, Guernsey Trust, Sima Holding Limited, Orlean Investment Holdings Limited, or China Castle.

Please see attached letter from Uyi Giwa-Osagie, Esquire. Mr. Weidenfeld knows that Mr. Volpi is a trusted friend and business associate of Mr. Abubakar. He has no personal knowledge of any additional information responsive to this question.

14. Please identify the date, amount and purpose of any transfer from Orlean Investment Holdings Limited into the LetsGo Limited Account, and explain why the funds were transferred into the LetsGo Limited account rather than the Guernsey Trust account.

Mr. Weidenfeld has no personal knowledge.

15. Please provide documents related to the beneficial owners, purpose, beneficiaries, trustees, managers or accounts signatories, and sources of funding for:

    a. Guernsey Trust Company
    b. LetsGo Limited
    c. Sima Holding Limited
    d. China Castle Investments
    e. Orlean Investment Holdings Limited

Please see attached letter from Uyi Giwa-Osagie, Esquire. To the best of his knowledge, after having his staff search his files and computer, and personally assisting them in the search, Mr. Weidenfeld has no documents responsive to this request.

16. Please provide any bank records of fund transfers involving Guernsey Trust, LetsGo Limited, Sima Holding Limited, China Castle Investments, Orlean Investment Holdings Limited, and

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American University of Nigeria that went into or out of accounts held by you or in your law firm account or any account over which you had signatory authority and any communications related to these transfers.

We are in the process of gathering responsive documents, and will produce them promptly when the search is complete.

17. Provide documents related to a January 2005 transfer of $30 million from Sonangol into the LetsGo Limited account.

Mr. Weidenfeld has no documents responsive to this request.

18. Provide documents related to any exchange of interest in Intels held by Atiku Abubakar, a trust established for the benefit of Mr. Abubakar or any family member, Guernsey Trust, LetsGo Limited, Sima Holding Limited, China Castle Investments or Orlean Investment Holdings Limited.

Please see attached letter from Uyi Giwa-Osagie, Esquire. Mr. Weidenfeld has no documents responsive to this request.

NON-WAIVER OF PRIVILEGES

In answering some of these questions, Mr. Weidenfeld has not included any information learned from privileged communications during the course of my representation of the Abubakars. When we say that he has no personal knowledge, that means that he has no knowledge other than the potential that he might have learned something in the context of privileged communications. That should not be interpreted to imply one way or another that any of his answers would change if he included information learned from privileged communications.

We hope that the Subcommittee will continue to allow us to voluntarily address its requests for information. As indicated above, we are continuing to gather information and plan to provide additional information promptly. We ask that you give us the opportunity to supplement our responses to address any concerns you have about these initial responses, and in the event that Mr. Weidenfeld recalls any additional responsive information.

Very truly yours,

Christopher B. Mead

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December 22, 2009

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Via Electronic Mail

Laura Stuber, Esq.
Counsel
Permanent Subcommittee on Investigations
Committee on Homeland Security and
Governmental Affairs
United States Senate
Washington, D.C. 20510-6250

Dear Ms. Stuber:

Pursuant to your letter of October 14, 2009, requesting certain information from our client, Mr. Gabriele Volpi ("Mr. Volpi"), we are providing initial narrative answers. As we discussed, collecting information responsive to your letter is complicated because the information is held by different entities spread across various countries. Thus, we appreciate your willingness to accept responses on a rolling basis.

Consistent with our discussions about our production schedule, today Mr. Volpi is providing narrative answers on a voluntary basis in response to questions 1 through 4 of your letter. We appreciate the discussions we have had regarding the confidential nature of much of this information. For this reason, if the Committee should decide to release any of this information publicly, we request that the Committee notify Mr. Volpi before a release and provide him with the opportunity to discuss the Committee's decision.

We will continue to work with your staff to address questions or concerns and will provide additional responses as soon as possible. In addition, Mr. Volpi respectfully requests the opportunity to submit additional narratives that are responsive to the questions answered today.

We now respond to Questions 1 through 4 of your letter.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 996

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December 22, 2009
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1) Please describe any interest in, or relationship to LetsGo Limited, Guernsey Trust Co. Nigeria, or Sima Holding that you have or any entity controlled by you has, including any control or beneficial ownership.

Gabriele Volpi: Mr. Volpi is an Italian-born citizen who has been in business providing logistic services to the oil and gas industry in Nigeria since the early 1980s. In 2007, Mr. Volpi had the honor to receive Nigerian citizenship for his efforts developing those services and his significant contributions to the country spanning nearly 30 years.

LetsGo Limited Inc. ("LetsGo"): LetsGo is incorporated in Panama with a registered office in Panama. Mr. Volpi and his wife, Rosaria Rota Volpi, have legal and beneficial ownership of this company. LetsGo receives and disburses funds for personal and business use from companies owned or controlled by Mr. Volpi.

Sima Holding Ltd. ("Sima"): Sima is a holding company in the British Virgin Islands ("BVI") organized under the laws of the BVI as an "International Business Company." Sima's registered office is in Tortola, BVI.

Adiana Stiftung: Adiana Stiftung, a foundation created under the laws of Liechtenstein, is the registered shareholder of 100 percent of the shares of Sima and 53 percent of shares of Orlean Invest Holding Ltd. Adiana Stiftung is an asset of the Volpi Family trust, an irrevocable and discretionary trust.

Guernsey Trust Company (Nigeria) Limited ("Guernsey Trust Co."): The Guernsey Trust Co. is a trust corporation incorporated in 2003 under the laws of the Federal Republic of Nigeria, whose registered office is in Lagos, Nigeria. Mr. Volpi, Uyiekpen Giwa-Osagie, and Fati Akintola Kekere-Ekun serve as the Directors/Trustees of the Guernsey Trust Co. The purpose of the Guernsey Trust Co. is to manage a Blind Trust for the benefit of Mr. Atiku Abubakar.

Atiku Abubakar: Mr. Abubakar is a citizen of the federal Republic of Nigeria, and the former Vice President of that Republic during the period from 1999 to 2007. Prior to becoming Vice President, he had been Mr. Volpi's business partner in providing integrated logistic services to the oil and gas industry since 1989. In addition to his business undertakings, Mr. Abubakar

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was interested in politics and conscious of his moral obligation as a citizen to fight for democracy. In particular, when General Abacha came to power in Nigeria in 1993, Mr. Abubakar continued his fight against the military dictatorship. His courage in fighting for democracy angered the dictator who, in 1995, tried to imprison him. Fortunately, Mr. Abubakar escaped to safety.

After General Abacha died in 1998, Mr. Abubakar returned to his homeland. In 1999, Nigeria held democratic elections and the people elected Mr. Abubakar governor of Adamawa State. Immediately thereafter, elected President Obasanjo nominated him for Vice President of the Federal Republic of Nigeria. In light of his position as Vice President, Mr. Abubakar created a Blind Trust to hold certain of his assets.

Blind Trust: From 1999 to 2003, the Blind Trust held a 16 percent interest in the share capital of Intels Nigeria Limited ("Intels"). Intels is a private Nigerian oil services operating company providing integrated logistic services.

2) Please describe any interest in, or relationship to LetsGo Limited, Guernsey Trust Co. Nigeria, or Sima Holding that Orlean Investment Holding has or any entity that controls or is controlled by Orlean Investment Holding holds.

Orlean Invest Holdings Ltd. ("Orlean") was incorporated in the Republic of Panama, in 1984 under the name Bivo Financial S.A. The initial name was changed to Orlean Invest Holding S.A. in 1985. In 2004, Orlean was redomiciled in BVI and renamed Orlean Invest Holdings Ltd. Orlean currently owns 70 percent of Intels. Mr. Volpi is Orlean's Chairman and a beneficiary of the Volpi Family trust, which owns a beneficial interest of 63 percent in Orlean through Adiana Stiftung (53%) and Sima (10%.)

In addition, Orlean was the Trustee of Mr. Abubakar's Blind Trust for the period from 1999 through 2003.

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By 2003, Orlean had grown considerably and the Board decided to review and re-organize its corporate ownership structure to reflect more transparently the different beneficial interests in Orlean and its operating companies. As part of the reorganization, the Blind Trust's 16 percent share of Intels conveyed to Orlean and the Guernsey Trust Co. acquired a shareholder interest in Orlean for the equivalent share of interest of 16 percent. Mr. Volpi remained Orlean's Chairman.

Orlean is the ultimate holding company for the Orlean Invest Group, which is comprised of subholdings and operating companies. Today, Orlean Invest Group is a well-established company, especially in Nigeria, employing—directly and through subcontract—approximately 13,700 employees. Orlean Invest Group operates mainly in the area of logistic services to the oil and gas industry (its core business) and in building and marine construction, infrastructural development, and project management for various clients in the oil and gas industry.

Through several established joint ventures, the Orlean Invest Group was able to expand upon, and add value to, the logistics services it offers to customers by giving Orlean Invest Group access to specialized expertise in areas that are not within its core competences. In return, Orlean Invest Group's joint venture partners gain the benefit of access to Orlean Invest Group's local knowledge, infrastructure, and established customers within the oil and gas industry in West Africa.

As established above, Sima owns 10 percent of Orlean and Adiana Stiftung owns 53 percent of Orlean. Both Sima and Adiana Stiftung have assigned their rights to receive distributions of dividends from Orlean to LetsGo. The Guernsey Trust Co. owns 16 percent of Orlean.

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3) Please identify and provide contact information for each beneficial owner of LetsGo Limited, Guernsey Trust Co. Nigeria, or Sima Holding, and describe the nature of each beneficial ownership interest.

As explained above in answer to Question 1, Mr. Volpi and his wife are the beneficial owners of LetsGo. Similarly, because the Volpi Family trust ultimately holds Sima as an asset, Mr. Volpi, his wife, and two sons are the beneficial owners of Sima. The Volpis can be contacted through undersigned counsel. Mr. Volpi's business address is c/o Intels Aba Road Estate, Km 16 PH/Aba Expressway, Port Harcourt, Rivers State, Nigeria.

Mr. Atiku Abubakar is the beneficiary and, thus, the beneficial owner of the Guernsey Trust Co., although the Guernsey Trust Co. functions as a Blind Trust for the assets held by Guernsey Trust Co., as described more fully above. Mr. Abubakar can be contacted through counsel, David Aufhauser. The registered office for the Guernsey Trust Co. is Plot 983A, Saka Jojo St. Victoria Island, Lagos Nigeria (telephone: +234 1 461 9635-7).

4) Please identify and provide contact information for each individual or entity who exercises control over LetsGo Limited, Guernsey Trust Co. Nigeria, or Sima Holding, and describe the nature of the person's relationship with the company.

Mr. Volpi and his wife exercise control over LetsGo. The Volpi Family trust exercises control over Sima. Please see the answer to Question 3.

The Board of Directors/Trustees for the Guernsey Trust Co. includes Mr. Volpi, Mr. Giwa-Osagie, and Mr. Kekere-Ekun. Please see the answer to Question 3 for Mr. Volpi's contact information. Mr. Giwa-Osagie is the Managing Partner of Giwa-Osagie & Associates, which also represents and is the registered agent for the Guernsey Trust Co. Giwa-Osagie & Associates is located at Plot 983A, Saka Jojo St. Victoria Island, Lagos Nigeria (telephone: +234 1 461 9635-7). Mr. Kekere-Ekun was the Chief Executive Officer and Managing Director of the Habib Nigeria Bank Limited. His address is 8A, Ademola Street, South-West, Ikoyi, Lago, Nigeria.

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Laura Stuber, Esq.
December 22, 2009
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* * *

Mr. Volpi will continue to work with you to respond to this inquiry, and plans to supplement this production in January. If you have any questions, please do not hesitate to contact me at (202) 344-4745. Thank you in advance for your consideration.

Sincerely,

Raymond Shepherd III

Raymond V. Shepherd, III

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ACCOUNT OPENING APPLICATION

BHC Acct. # 14608430
CitiGold Acct.# 52096374
ACAPS Ref. #

Account Type (Please check one only.)

☒ Individual ☐ Joint - with Rights of Survivorship
☐ Custodial (Uniform Transfer to Minors Act - one adult custodian and one minor may be named.)

For Custodial Accounts, you must have a Primary CitiGold Account - (Individual or Joint)
Primary CitiGold Account # _____

☐ Trust ☐ Estate (You must attach a copy of the Estate Documentation.)
Name of Trust/Estate _____
Trust/Estate Tax ID # _____ Trust Date _____
☐ Living Trust ☐ Testamentary Trust
☐ Other _____

Account Owner Information

APPLICANT

☐ Mr. ☒ Mrs. ☐ Ms. ☐ Dr.
Name of Applicant/ Minor/Trustee/Executor: JENNIFER DOUGLAS
(Not for Trust) Date of Birth 7/17/60 (MM / DD / YY) Soc. Sec. # [redacted]
Mother's Maiden Name: OBI ELUWA
First School: HOWARD UNIVERSITY
Your Citizenship ☒ U.S. ☐ Other (Country):
If non-U.S. citizen, please check: ☐ Resident Alien ☐ Nonresident Alien
Do not use P.O. Box
Home Address: 9731 Soriel Ave Apt. #
City: Potomac State: MD Zip +4: 20854
Phone (301) [redacted]
Address Since: 6 month _____ year
If less than 2 years, Previous Address: 1031 GRAND OAK WAY Apt. #
City: ROCKVILLE State: MD Zip +4: 20854
Address Since: _____ month 4 year
Mailing Address (if different) Apt. #
City State Zip +4

CO-APPLICANT (with Rights of Survivorship)

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr.
Name of Co- Applicant/ Custodian/Co-Trustee/Co-Executor
(Not for Trust) Date of Birth / / (MM / DD / YY) Soc. Sec. #
Mother's Maiden Name
First School
Your Citizenship ☐ U.S. ☐ Other (Country):
If non-U.S. citizen, please check: ☐ Resident Alien ☐ Nonresident Alien
(Co-Applicant does not have to complete if the same as Applicant.)
Home Address Apt. #
City State Zip +4
Phone ( )
Address Since _____ month _____ year
If less than 2 years, Previous Address Apt. #
City State Zip +4
Address Since _____ month _____ year
Mailing Address (if different) Apt. #
City State Zip +4

☐ Check here if you do not want your name, address and securities positions disclosed to the companies in which you own securities that are held in your CitiGold Account.

Employment Information

Applicant: ☐ Employed ☐ Self-Employed ☐ Retired* ☒ Not Employed*
* If "Retired" or "Not Employed" box is checked, list last employer and occupation.
Name of Employer or Business: Student
Address: American U PHD
City State Zip +4
Phone ( ) Position/ Occupation
Type of Business
Years with Employer _____ If employed less than 2 years, name of Previous Employer or Business
Time with Previous Employer _____ Years _____ Months
Business Address
City State Zip +4

Applicant: ☐ Employed ☐ Self-Employed ☐ Retired* ☐ Not Employed*
* If "Retired" or "Not Employed" box is checked, list last employer and occupation.
Name of Employer or Business
Address
City State Zip +4
Phone ( ) Position/ Occupation
Type of Business
Years with Employer _____ If employed less than 2 years, name of Previous Employer or Business
Time with Previous Employer _____ Years _____ Months
Business Address
City State Zip +4

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1020

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Name of Applicant Jennifer [illegible]

BHC Acct. # [illegible]

CitiGold Acct.# 52096374

Financial Information
(If Trust Account, Income of Trust)

Annual Income (salary, interest and dividends) (Joint if Joint Account)

- ☐ Under $25,000
- ☐ $25,000 - 49,999
- ☐ $50,000 - 74,999
- ☐ $75,000 - 99,999
- ☐ $100,000 - 149,999
- ☐ $150,000 - 249,999
- ☐ $250,000 - 499,999
- ☒ $500,000 or more

Federal Tax Bracket 25 %

☐ N/A

How do you file your Federal return?

- ☐ Single
- ☒ Separately — Married Filing
- ☐ Married Filing Jointly
- ☐ Head of Household
- ☐ Trust/Estate
- ☐ Nonresident Alien

Net Worth including primary residence (Joint if Joint Account) $ 1,000,000

Net Worth excluding primary residence (Joint if Joint Account) $ 2,800,000

Investment Information

Have you invested in securities before? ☒ Yes ☐ No Number of years of investment experience 3 Number of trades in the past 12 months 10+

Type of investment products with which you have experience: Mutual funds, Stocks, Bonds

Investment Objective: (Check all that apply.)

☐ Preservation of Capital ☒ Capital Appreciation ☐ Speculation ☐ Income ☐ Tax Advantaged Income ☐ Other _____

☐ Check here if you, your spouse or your co-applicant is a director, a 10% (or greater) shareholder or a policy making executive of a publicly traded company. If so, list company name(s) here: _____ CUSIP # _____

☐ Check here if either you or your co-applicant is a Citibank/Citicorp/Citigroup employee that is subject to the provisions of FRB Regulation D.

☐ Check here if either you, your spouse, your co-applicant or your co-applicant's spouse is affiliated with or employed by a securities brokerage firm or stock exchange. If so, such person is required to notify their employer of the intention to open this CitiGold brokerage account. The employer must provide written permission on company letterhead to open the CitiGold Account. Please attach such written authorization to this application.

Opening Deposit

RECEIVED JUN 28 2000

☒ Check(s) payable to Citibank $ 425K

☐ Transfer funds from an existing Citibank Account Type of Account _____ • Account # _____ $ _____

☐ Transfer active Citicorp Investment Services Account - Titles of accounts must match exactly - (Attach most recent Citicorp Investment Services statement.) • Account # _____ $ _____

☐ Transfer securities (You must complete the Securities Transfer Form, located in the center pocket, and attach the most recent copy of your bank or brokerage statement.) SECURITY VALUE $ _____

TOTAL $ 425K

Indicate Source of Funds Riggs Bank

Checking Account Type and Sweep Investment Choices

Checking Type : (Check one only) ☒ Regular Checking ($500 Sweep Level) ☐ Interest Checking ($25,000 Sweep Level)

Money Market Fund Sweep:
You direct Citicorp Investment Services, as broker, to invest your available cash balances in the following CitiFunds℠.* If you want to split your investments, you must show the percentage (in 10% increments, adding up to 100%) on the line following the fund.

☒ CitiFunds Cash Reserves 100 % ☐ CitiFunds Tax Free Reserves ____% ☐ CitiFunds U.S. Treasury Reserves ____%

☐ CitiFunds New York Tax Free Reserves ____% ☐ CitiFunds California Tax Free Reserves ____% ☐ CitiFunds Connecticut Tax Free Reserves ____%

* Be sure to read the prospectuses carefully before investing.

If you decide not to participate in this service or if you do not give instructions for allocating your investment, available cash balances will remain in the checking account. Regular checking account balances do not earn interest.

Access

Checks You authorize Citibank to open a checking account and to put the following information on the CitiGold wallet-size checks: (In the case of Custodial, Trust or Estate Accounts, Name means the title of the account.)

☐ Name(s) only ☒ Name(s) and home address ☐ Name(s) and mailing address Check Starting # _____

Alternate check delivery address _____

Cards (Not available for Custodial and certain Trust/Estate Accounts)

☐ Use an existing CIN to link your CitiGold Account to your present Citicard and issue the new card to you in the branch.

CIN # _____ If joint, secondary CIN # _____

☒ Issue a new Citicard® for your CitiGold Account and forward to your mailing address.

For Citicard access, designate the following as my Primary Account: ☐ CitiGold Account ☐ Citibank Money Management Account/ Citibank Account

☐ Issue a Citibank Gold Visa® Debit Card - forward to your mailing address.

CitiGold On-Line By signing this application, you are automatically enrolled in CitiGold On-Line. Ask your CitiGold Executive for the CitiGold On-Line software.

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568402.210

Name of Applicant: Jennifer Douglas

BHC Acct. # 74608430
CitiGold Acct.# 520916374

Linking/Transfer
(Not available for Custodial or Trust/Estate Accounts)

Citicorp/Citibank Account Only

Access Links

BASED ON YOUR PREVIOUS CITIBANK HISTORY, WE RESERVE THE RIGHT TO DENY ANY LINK/TRANSFER REQUESTS.
You understand that the CitiGold Account you are now opening and other Citibank account(s) you have listed below will be linked for account information and transaction convenience to your CitiGold Citicard. If the terms of the account(s) permit, you will be able to use your Citicard to: 1) make deposits and payments to, 2) withdraw and borrow from and 3) get information on your linked accounts at a Citicard Banking Center®.

DDA Account # _____ IMMA # _____ MasterCard# _____
PMMA # _____ Visa Card # _____

Statement Links

You understand that the CitiGold Account you are now opening when linked with the other Citibank Account(s) listed below will be used in calculating your total CitiGold relationship, and balances of accounts below will be summarized on your CitiGold statement.

Equity Source Account® # _____ Mortgage Account # _____
Existing IRA/Keogh # _____ Preferred Line # _____

Transfer

You authorize Citibank to transfer the balances (less fees) of the following accounts to your CitiGold Account. Account titles must match.

DDA Account # _____ IMMA # _____
Savings Account # _____ PMMA # _____

Please check appropriate box.

Tax Certification
(See the Important Tax Information section that immediately follows the Customer Agreement.)

U.S. citizens and resident aliens only

☒ **Tax Certification (For U.S. citizens or resident aliens - Substitute Form W-9.) By signing below, I hereby certify under penalties of perjury that: (1) the number shown on this form is my correct tax identification number, and (2) I am not subject to backup withholding, because (a) I am exempt from backup withholding, or (b) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service (IRS) has notified me that I am no longer subject to such backup withholding.**
Please note: You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Nonresident aliens only

☐ **Nonresident aliens must complete separate W-8BEN forms. They are located in the Additional Services section.**

Please note: If this is a joint account, all owners must certify by signing below. The certification generally remains in effect for the current and two subsequent calendar years. However, we may ask you for a new certification from time to time to verify your status. If your status changes, you must notify us within 30 days. To avoid backup withholding, you must provide us with your identification number.

RECEIVED
JUN 28 2000

Signature(s) and Acceptance
(All must sign to complete.)

By signing this application:

- you acknowledge that to ensure quality service, telephone calls may be monitored and recorded.
- you assert that everything stated in this application is correct to the best of your knowledge.
- you acknowledge that you have read the Customer Agreement, including the Security Agreement provisions and CitiFunds money market fund prospectuses, and agree to their terms and conditions.
- you authorize Citibank to check employment and answer inquiries about your credit experience with Citibank or about Citibank experience with the Trust/Estate.
- you understand that the brokerage account of your CitiGold service is through Citicorp Investment Services, member NASD/SIPC, and carried by BHC Securities, Inc., member NYSE/NASD/SIPC, and will not be activated until approved by them.
- Citibank normally obtains consumer reports for all CitiGold applications and for updates, renewals or extensions of any credit granted. Upon request, Citibank will inform you if a consumer report has been obtained and will give you the name and address of the agency furnishing the report.
- **you understand that each Citibank affiliate shares information on its transactions and experience with you. To serve you better, you agree that each Citibank affiliate shares with each other all information at any time you provide or we obtain from third parties (for example, credit bureaus) about you, unless you check the following box: ☐ Signer 1 does not agree ☐ Signer 2 does not agree.**
- **check below for a Citibank and/or Citicorp Investments Services not to send you and not to give information to others to send you marketing offers by phone, unless you check the following box: ☐ Signer 1 ☐ Signer 2 ☐ or by mail ☐ Signer 1 ☐ Signer 2**

You are aware that the CitiGold Customer Agreement contains a Pre-Dispute Arbitration clause for investing services for your CitiGold brokerage account on page 6. Please read the clause before signing below. By signing this application, you acknowledge receipt of the Pre-Dispute Arbitration clause and agree to these terms.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X Jennifer Douglas
Signer 1 (Applicant/Custodial/Trustee/Executor Signature) Date 6/26/00

X
Signer 2 (Co-Applicant/Co-Trustee/Co-Executor Signature) Date

CitiGold is a service of Citibank, which provides banking and borrowing services, and Citicorp Investment Services, member NASD/SIPC, which provides investing services. Investment products are not bank deposits or FDIC insured, are not obligations of or guaranteed by Citibank or Citicorp Investment Services and are subject to investment risks, including possible loss of the principal amount invested.

FOR CITIGOLD USE ONLY

Primary Bank Reference # _____
Applicant:
Class I ID (with photo) # [redacted]
Issue Date 4/24/95 Expiration Date 03/27/2000
Class II ID # [redacted]
Expiration Date 03/00 Issue Date 03/00
Co-Applicant:
Class I ID (with photo) # _____
Issue Date _____ Expiration Date _____
Class II ID # _____
Expiration Date _____ Issue Date _____

Control # _____
Acquisition CE (FOC) # 249
Primary CE (FOC) # ~~444~~ APQ
Secondary CE (FOC) # _____
IC (FOC) # 249
Account Solicited CE (Print name) ☐ YES ☐ NO
CE Signature _____
Principal Approval _____
Source of Wealth _____
Use reverse side if necessary

New Relationship Delays - ☐ YES ☐ NO
If NO, existing DDA Acct # _____
Source Code AT 925 Branch # 726
FIMP 807 CMD VIP Code 808
Initial Transaction _____ $ _____
☐ Certificated Securities (forms attached)
☐ Send to San Antonio
SAN ANA VAZ AT
Date 6/26/00
Date 7/5/00

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From: Doug Kudravetz
Sent: Tuesday, August 19, 2008 7:15 PM (GMT)
To: rcarter@american.edu; kconnel@american.edu
Subject:

On 7/9/03 we received a gift from Atiku Abubakar for the SIS building @ $1,000,000. It appears to have been paid by wire transfer. Can you get me a copy of the wire confirmation report like you did for all of the ABTI payments?

Thanks.
-Doug

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1026

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AMERICAN UNIVERSITY

WASHINGTON, DC

GIFT AGREEMENT

JENNIFER DOUGLAS ABUBAKAR

Jennifer Douglas Abubakar, ("Donor"), 9731 Sorrel Avenue, Potomac, MD 20854, and American University ("University"), 4400 Massachusetts Avenue, NW, Washington, DC, 20016, have entered into this gift agreement on 11/21/03, 2003.

A. The Donor wishes to assist the University in defraying the capital costs associated with construction of a new facility for the School of International Service.

B. To support the University's efforts, the Donor has made a gift of One Million Dollars ($1,000,000) to the University, which was received on July 9, 2003.

C. In recognition of this gift, the parties agree that the Donor will be given a naming opportunity within the new School of International Service facility.

D. The Board of Trustees will apply funds to purposes nearest the Donor's intent should a change of policy or program prohibit implementation of the original purpose of the gift.

NOW INTENDING to be legally bound, the Donor and the University have executed this Agreement on the date first written above.

JENNIFER DOUGLAS ABUBAKAR
Donor

BENJAMIN LADNER
University President

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1026

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CONFIDENTIAL Chesapeake Appraisal and Settlement Services Inc.
A CITIGROUP Company

John D. Egly & Associates

UNIFORM RESIDENTIAL APPRAISAL REPORT

040804so
File No. 3705755

Property Description

Property Address 9731 Sorrel Ave City Potomac State MD Zip Code 20854
Legal Description Lot 21, Blk G Falconhurst County Montgomery
Assessor's Parcel No. 161002278403 Tax Year 2004 R.E. Taxes $ 22,265.00 Special Assessments $ 0.00
Borrower Jennifer Douglas Current Owner Jennifer E Douglas Occupant [X] Owner [ ] Tenant [ ] Vacant
Property rights appraised [X] Fee Simple [ ] Leasehold Project Type [ ] PUD [ ] Condominium (HUD/VA only) HOA $ N/A /Mo.
Neighborhood or Project Name Falconhurst Map Reference 34F6 Census Tract 7060.05/9
Sale Price $ Refinance Date of Sale N/A Description and $ amount of loan charges/concessions to be paid by seller None indicated
Lender/Client Citibank Home Equity Address 15851 Clayton Road, MS 756, Ballwin, MO 63011
Appraiser David Huston Address 15115 Mt Nebo Rd., Poolsville Md. 20837

Location	[ ] Urban [X] Suburban [ ] Rural	Predominant occupancy	Single family housing PRICE $ (000) / AGE (yrs)	Present land use %	Land use change
Built up	[X] Over 75% [ ] 25-75% [ ] Under 25%	[X] Owner	380 Low 0	One family 80%	[X] Not likely [ ] Likely
Growth rate	[ ] Rapid [X] Stable [ ] Slow	[ ] Tenant	3000 High 38	2-4 family	[ ] In process
Property values	[ ] Increasing [X] Stable [ ] Declining	[X] Vacant (0-5%)	Predominant 1800 14	Multi-family	To:
Demand/supply	[ ] Shortage [X] In balance [ ] Oversupply	Vacant (over 5%)		Commercial	
Marketing time	[X] Under 3 mos. [ ] 3-6 mos. [ ] Over 6 mos.			Vacant 20%	

Note: Race and the racial composition of the neighborhood are not appraisal factors.
Neighborhood boundaries and characteristics: Subject neighborhood consists of primarily single family detached dwellings bounded on North by Democracy Blvd, East on Kentsdale Drive, South by Bradley Blvd and River Roads and West by Falls Road.
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): See Attached Addendum.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time - - such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): No evidence of loan discounts, buy downs or concessions with exception of loan origination fee (1point) which is typically paid by seller. The existence of some sales or refinancing concessions in the subjects market area have not effect on marketability/saleability. The average marketing time is remaining stable(0-90days). Also, the average listing price to sales price ratio in this market area is90%-95%.

PUD

Project Information for PUDs (if applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? [ ] YES [X] NO
Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A
Describe common elements and recreational facilities: N/A

SITE

Dimensions Plat not provided
Site area 100189SF (2.30AC) Corner Lot [ ] Yes [X] No
Specific zoning classification and description RE2 Residential 1 Family 2 Ac Each Dwelling
Zoning compliance [X] Legal [ ] Legal nonconforming (Grandfathered use) [ ] Illegal [ ] No zoning
Highest & best use as improved [X] Present use [ ] Other use (explain)

Utilities	Public	Other	Off-site Improvements	Type	Public	Private
Electricity	[X]		Street	Asphalt	[X]	[ ]
Gas	[X]		Curb/gutter	None	[ ]	[ ]
Water	[X]		Sidewalk	None	[ ]	[ ]
Sanitary sewer	[X]		Street lights	Yes	[X]	[ ]
Storm sewer	[X]		Alley	None	[ ]	[ ]

Topography	Rear/Side Grade/Level
Size	Typical for area
Shape	Irregular
Drainage	Appears adequate
View	Average
Landscaping	Typical
Driveway Surface	Asphalt/Brick
Apparent easements	None apparent
FEMA Special Flood Hazard Area	[ ] Yes [X] No
FEMA Zone C	Map Date 6/16/92
FEMA Map No. 240049 0175C	

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): Average landscaping. No apparent adverse easements, encroachments, special assessments noted.

DESCRIPTION OF IMPROVEMENTS

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	One	Foundation	CBlock	Slab	No	Area Sq.Ft.	3455	Roof	Cncld [X]
No. of Stories	2.5	Exterior Walls	Br-Stone/Av	Crawl Space	No	% Finished	00	Ceiling	Cncld [X]
Type (Det./Att.)	Detached	Roof Surface	Comp	Basement	Yes	Ceiling	DryWall	Walls	Cncld [X]
Design (Style)	Colonial	Gutters & Downspts.	Aluminum	Sump Pump	Yes	Walls	DryWall	Floor	Cncld [X]
Existing/Proposed	Existing	Window Type	WoodDH	Dampness	None Noted	Floor	WWall	None	[ ]
Age (Yrs.)	15	Storm/Screens	DoubleGlz/Y	Settlement	None Noted	Outside Entry	Yes	Unknown	[ ]
Effective Age (Yrs.)	5	Manufactured House	No	Infestation	None Noted				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm	Rec. Rm	Bedrooms	# Baths	Laundry	Other	Area Sq.Ft.
Basement					2		1		2F		Seul/Utl	3,455
Level 1	1	1	1	1	1	1			2H		GrRm	3,455
Level 2								5	5F			2,739
Level 3								2	1F		Loft	972

Finished area above grade contains: 12 rooms, 7 bedroom(s), 6F 2H Bath(s), 7,166 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE:	
Floors	Hdw-WWall/Av	Type	FWA	Refrigerator	[X]	None	[ ]	Fireplace(s) #	[X]	None	[ ]
Walls	DryWall/Av	Fuel	Gas	Range/oven	[X]	Stairs	[X]	Patio Yes-2	[X]	Garage # of cars	
Trim/Finish	Wood/Av	Condition	Avg	Disposal	[X]	Drop Stair	[ ]	Deck No	[ ]	Attached	Yes
Bath Floor	Ceramic/Av	COOLING		Dishwasher	[X]	Scuttle	[ ]	Porch FtPorch	[X]	Detached	
Bath Wainscot	Ceramic/Av	Central	Yes	Fan/hood	[X]	Floor	[ ]	Fence Yes	[X]	Built-in	
Doors	Six Panel Wood/Av	Other	None	Microwave	[X]	Heated	[ ]	Pool Yes	[X]	Carport	
		Condition	Avg	Washer/Dryer	[X]	Finished	[X]			Driveway	Yes

Additional features (special energy efficient items, etc.): Many upgrades including [illegible] lighting chandeliers, wainscoting, [illegible] wet bar in family room, concrete pool w/ brick decking plus Bamboo patio, screened porch, extensive landscaping and fenced yard.
Condition of the improvements: depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: Average
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: No observed environmental conditions present in the improvements on site, or in the immediate vicinity of the subject property.

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A CITIGROUP Company

John O. Egly & Associates

04080450

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 3705755

Valuation Section

COST APPROACH

ESTIMATED SITE VALUE	= $	1,500,000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:		
Dwelling 7,166 Sq. Ft. @ $ 115.70	= $	829,106
Bsmt. 3455 Sq. Ft. @ $ 52.20	+ $	180,351
3F/P,2Patio,Porchs,SPool,Fence,Lans	+ $	165,000
Garage/Carport 984 Sq. Ft. @ $ 26.35	+ $	25,928
Total Estimated Cost-New	= $	1,220,385
Less 60 Physical Functional External Est. Remaining Econ. Life: 55		
Depreciation 371,836 30 30	= $	71,836
Depreciated Value of Improvements	= $	1,148,549
"As-is" Value of Site Improvements	+ $	45,000
INDICATED VALUE BY COST APPROACH	= $	2,693,500

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Cost figures from Marshall & Swift/Local Builders Manual. Physical depreciation is based on Marshall/Swift manual "Depreciation Tables". No significant functional obsolescence or external depreciation was noted. The site value estimate is from recent sales of finished lots. The land/improvement ratio is typical for the area.

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
9731 Sortel Ave		9900 Bent Cross Drive		11103 Cripplegate Road		11216 River View Drive	
Address Potomac		Potomac		Potomac		Potomac	
Proximity to Subject		5 Blocks SouthWest		1.75 Miles SouthWest		1.5 Miles West	
Sales Price	$ Refinance	[illegible]	$ 2,600,000	[illegible]	$ 2,760,000		$ 2,500,000
Price/Gross Liv. Area	$ 0.00 @	$ 243.58 @		$ 388.02 @		$ 464.51 @	
Data and/or Verification Sources	Inspection	Visual MRIS/Agent/TaxRecords		Visual MRIS/Agent/TaxRecords		Visual MRIS/Agent/TaxRecords	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	$ Adjustment	DESCRIPTION	$ Adjustment	DESCRIPTION	$ Adjustment
Sales or Financing Concessions	Market Typical	Conventional Typical		Conventional Typical		Conventional Typical	
Date of Sale/Time	N/A	SD:12/01/2003		SD:09/22/2003		SD:12/02/2003	
Location	Falconhurst	Falconhurst		GreatFallsEstate		Marwood	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	100188SF(2.30Ac)	131551SF(3.02Ac)	100,000	97574SF(2.24Ac)		74078SF(1.70Ac)	40,000
View	Average	Average		Average		Average	
Design and Appeal	Colonial	Colonial		Colonial		Colonial	
Quality of Construction	Brick-Stone/Gd	Brick-Stone/Gd		Brick-Stone/Gd		Brick/Gd	
Age	15	15		8		7	
Condition	Good	Good		Good		Good	
Above Grade Room Count	4R 12: 7: 6F2H	10: 5: 6F2H		11: 6: 5F2H	8,000	10: 4: 4F2H	18,000
Gross Living Area	7,166 Sq.Ft.	10,674 Sq.Ft.	-168,400	7,113 Sq.Ft.		5,382 Sq.Ft.	85,600
Basement & Finished	Full	Full		Full		Full	
Rooms Below Grade	RR2DNERm2FDf	RRBRERmFBHB	14,000	RRDRFDAHBA	20,000	RRDNBRFBA	19,000
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Gas FWA C/Air	Gas FWA C/Air		EFWA C/Air		Gas FWA C/Air	
Energy Efficient Items	DbleGlaze	DbleGlaze		DbleGlaze		DbleGlz	
Garage/Carport	Four Car Garage	Four Car Garage		ThreeCarGarage	12,000	ThreeCarGarage	12,000
Porch, Patio, Deck	2Porchs,2Patios	Dk,FlARM,Patio		2Patios	20,000	Patio/FlaRm/Gaz	
Fireplace(s), etc.	Fireplace-3	Fireplace-6	30,000	Fireplace-2	10,000	Fireplace-1	20,000
Fence, Pool, etc.	Fencing,SwmPl	None	62,000	Fencing,SwmPl		Fencing,SwmPl	
Net Adj. (total)		[ ] + [X] - $	22,400	[X] + [ ] - $	70,000	[X] + [ ] - $	192,600
Adjusted Sales Price of Comparable		Gross: 14.4% Net: -0.9% $	2,577,600	Gross: 2.5% Net: 2.5% $	2,630,000	Gross: 7.7% Net: 7.7% $	2,692,600

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): All comparable sales data reflect values, ammenities such as built-ins, wet bars,detailed custom mouldings and gourmet kitchens & functional utility. Adjustments were made for dissimilarities in site, GLA, basement finish, garage space and porch/deck/patio/fireplace & swim pool. Comparables 2,3 & 4 although over one mile distant from subject are in market area. Predominant value reflects a wide range of values. Best available comparable sales data were used. Last public recorded transaction for subject in last thirty six months.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	01/12/2000 $1,750,000 Tax Records	None Tax Records	None Tax Records	None Tax Records

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: Typical agreements, options, listings for the subject and comparable sales in this market area.

INDICATED VALUE BY SALES COMPARISON APPROACH	= $	2,700,000
INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent $ N/A Mo. x Gross Rent Multiplier N/A	= $	0

RECONCILIATION

This appraisal is made [X] "as is" [ ] subject to the repairs, alterations, inspections or conditions listed below [ ] subject to completion per plans and specifications.

Conditions of Appraisal: This is a completed summary report and is restricted for the clients use, and is in conformance with standards rule 202(b) of USPAP containing no invoked departure provisions.

Final Reconciliation: Most emphasis was placed on the sales comparison approach to value. The cost approach was given supportive consideration. The income(GRM) approach was not considered as homes are normally not purchased for investment purposes.

This appraisal is not subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, inspected or subject to completion per plans and specifications on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following repairs or alterations on the basis of a hypothetical condition that they have been completed, inspected and found to be satisfactory:

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 03/09/2004 WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS APPRAISAL, IS $ 2,700,000

Date Report Signed 03/09/2004 | Date Report Signed

State Certification # 03-080 State MD | State Certification # | State

Or State License # | State | Or State License # | State

Page 2 of 3

David Huston

ph44585 on D330-44585-7600 with DISTILLER

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568402.215

CONFIDENTIAL Chesapeake Appraisal and Settlement Services Inc
A CITIGROUP Company

John D. Egly & Associates

040804sa

Supplemental Valuation Section

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 3705755

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	9731 Sorrel Ave Potomac	9901 River View Court Potomac 1.5 Miles West					
Proximity to Subject							
Sales Price	$ Refinance		$ 2,495,000		$		$
Price/Gross Liv. Area	$ 0.00 Ø	$ 440.04 Ø		$ Ø		$ Ø	
Data and/or Verification Sources	Inspection MRIS/Agt/TaxRe	Visual MRIS/Agent/TaxRecords					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
Sales or Financing Concessions	Market Typical	Conventional Typical					
Date of Sale/Time	N/A	SO 09/24/2003					
Location	Falconhurst	Marwood					
Leasehold/Fee Simple	Fee Simple	Fee Simple					
Site	100188SF(2.30A)	74284SF(1.71Ac)	40,000				
View	Average	Average					
Design and Appeal	Colonial	Colonial					
Quality of Construction	Brick-Stone/Gd	Stone-Stucco/Gd					
Age	15	5					
Condition	Good	Good					
Above Grade Room Count	Total: 12; Bdrms: 2; Bath: 6F2H	Total: 11; Bdrms: 5; Bath: 5F1H	12,000	Total; Bdrms; Bath		Total; Bdrms; Bath	
Gross Living Area	7,166 Sq.Ft	5,670 Sq.Ft	71,808	Sq.Ft		Sq.Ft	
Basement & Finished Rooms Below Grade	Full RR2ONERm2FOf	Full RRBRFBA	21,000				
Functional Utility	Average	Average					
Heating/Cooling	Gas FWA C/Air	Gas FWA C/Air					
Energy Efficient Items	ObleGlaze	ObleGlaze					
Garage/Carport	Four Car Garage	ThreeCarGarage	12,000				
Porch, Patio, Deck, Fireplace(s), etc.	2Porche,2Patios	Porch,2Patios	10,000				
	Fireplace-3	Fireplace-3					
Fence, Pool, etc.	Fencing,SwmPl	Fencing,SwmPl					
Net Adj. (total)		[X] + [ ] - $	168,808	[X] + [ ] - $	0	[X] + [ ] - $	0
Adjusted Sales Price of Comparable		Gross: 6.7% Net: 6.7% $	2,661,808	Gross: 0.0% Net: 0.0% $	0	Gross: 0.0% Net: 0.0% $	0

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): Comparable 4 supports value.

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Date, Price and Data Source for prior sales within year of appraisal	01/12/2000 $1,750,000. Tax Records	None Tax Records		

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:

This quality custom built residence reflects fine craftsmanship in all aspects of the structure and includes features including but not limited to four car garage, two finished floors above grade plus a third level near the garage end of the house and a loft in the master bedroom at the other end of the home. Professionally landscaped yard includes iron fencing of entire property, gated entrance, in-ground concrete pool with extensive decking(brick) area around pool, out side full bath and sauna, separate screened porch with additional patio area, underground sprinkler system and stream running thru back of property. Interior has open two story marble foyer, hardwood floors, wet bar, intercom, security system, soaking tub with jets, bidet, built in book cases, four zone HVAC and dual hot water heaters. Kitchen is fully equipped with all modern-up dated appliances.

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04000450

ADDENDUM

File No. 3705755

Neighborhood Market Factors

Located within an established market area of Potomac, Montgomery Co. Md. The neighborhood consists of good quality single family detached dwellings as well as some townhouse units. No adverse conditions noted for the subject's marketability. Stable prices demonstrate adequate market demand for this area. This is a typical residential neighborhood with improvements that conform well to the surrounding dwellings. The subject has access to all necessary and essential supporting facilities including schools, recreational facilities, shopping centers, and employment areas. Dwellings in this area are in demand and should continue the rest of this market year.

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04080460
File No. 3705755

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the lender/client, its successors and assigns, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, or any department, agency, or instrumentality of the United States or any state or the District of Columbia; [illegible] without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the contents or a copy thereof can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

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CONFIDENTIAL Chesapeake Appraisal and Settlement Services Inc
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040804so
File No. 3705755

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 9731 Sorrel Ave, Potamac, MD 20854

APPRAISER:	SUPERVISORY APPRAISER (only if required)
Signature: David Huntz	Signature:
Name: David Huntz	Name:
Date Signed: 03/09/2004	Date Signed:
State Certification #: 03-680	State Certification #:
[illegible]	[illegible]
State: MD	State:
[illegible]	[illegible]
	☐ Did ☐ Did not Inspect Property

Huston & Associates

Freddie Mac Form 439 6-93 Page 2 of 2 Fannie Mae Form 1004B 6-93

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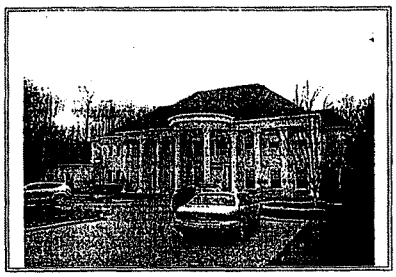
568402.219

CONFIDENTIAL Consumer Appraisal and Settlement Services Inc
A CITIGROUP Company

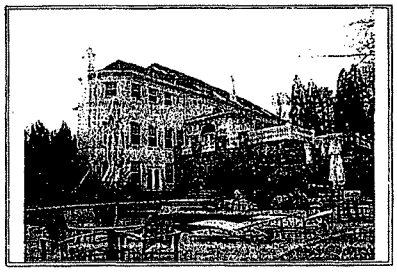
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Jennifer Douglas		File No.: 3705755
Property Address: 9731 Sorrel Ave		Case No.: 04080450
City: Potomac	State: MD	Zip: 20854
Lender: Citibank Home Equity		



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: March 8, 2004
Appraised Value: $ 2,700,000.



REAR VIEW OF SUBJECT PROPERTY

STREET SCENE

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CONFIDENTIAL Chesapeake Appraisal and Settlement Services Inc.
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COMPARABLE PROPERTY PHOTO ADDENDUM

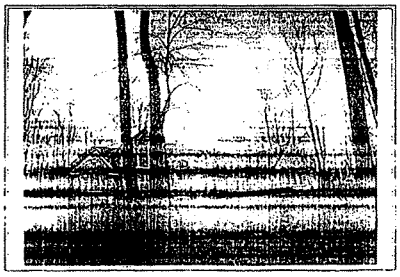
Borrower: Jennifer Douglas	File No.: 2705755	
Property Address: 9731 Sorrel Ave	Case No.: 04080eso	
City: Potomac	State: MD	Zip: 20854
Lender: Citibank Home Equity		

COMPARABLE SALE #1

9800 Bent Cross Drive
Potomac
Sale Date: SD:12/01/2003
Sale Price: $ 2,600,000

COMPARABLE SALE #2

11103 Cripplegate Road
Potomac
Sale Date: SD:09/22/2003
Sale Price: $ 2,760,000



COMPARABLE SALE #3

11216 River View Drive
Potomac
Sale Date: SD 12/02/2003
Sale Price: $ 2,500,000

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COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Jennifer Douglas		File No.: 3706755
Property Address: 9731 Sorrel Ave		Case No.: 0408040sg
City: Potomac	State: MD	Zip: 20854
Lender: Citibank Home Equity		

COMPARABLE SALE #4

9901 River View Court
Potomac
Sale Date: 30.09/24/2003
Sale Price: $ 2,495,000

COMPARABLE SALE #5

Sale Date:
Sale Price: $

COMPARABLE SALE #6

Sale Date:
Sale Price: $

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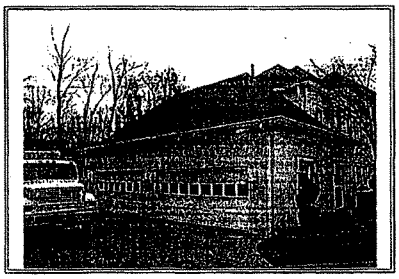
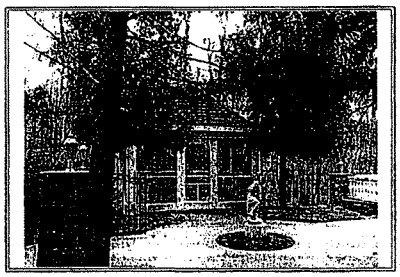
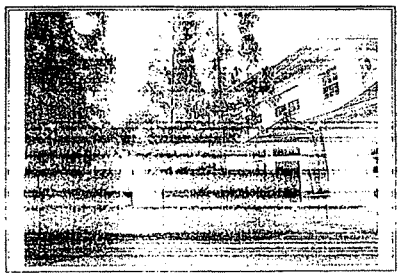
Borrower: Jennifer Douglas		File No.: 3705755
Property Address: 9731 Sorrel Ave		Case No.: 04080450
City: Potomac	State: MD	Zip: 20854
Lender: Citibank Home Equity		



Four Car Garage



Screen Porch



Rear View

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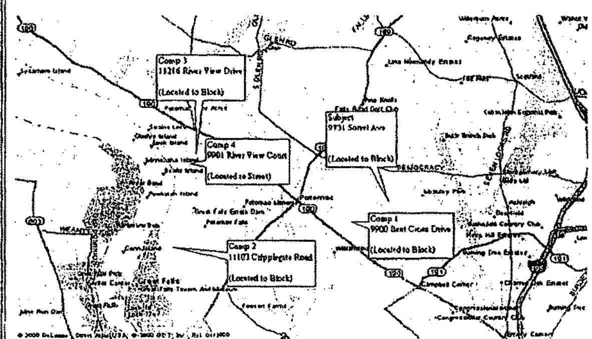
A CITIGROUP Company

LOCATION MAP

Borrower: Jennifer Douglas		File No.: 3705755
Property Address: 9731 Sorrel Ave		Case No.: 04080490
City: Potamac	State: MD	Zip: 20854
Lender: Citibank Home Equity		



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Ref #: 10401220 1490 000

November 21, 2003

To Whom It May Concern

RE: Explanation of Income

The form might not be explanatory enough, so I am stating exactly how I get my income.

From Gede, I accept a minimal income of 1076.23, with an agreed yearly bonus of $50,0000.00, paid in lump yearly after every fundraising.

I received a yearly maintenance income from spouse of $500,000.00.

Monthly dividends and interest from accounts excluding the Neuberger Berman account is $1,657.50. I also have an investment trust fund with Neuberger Berman with a standing balance of 5 million dollars plus.

Currently, the only debts I have are from credit cards. Most are paid off as of 11/19/2003.

Standing Monies.

1. Neuberger Berman (Irrevocable Trust) – $5,022,257.65
2. Smith Barney Investment - $150,000.00

Mortgage.

1. No Mortgage on the house (current value 3 million)

Credit Cards

Citibank Visa	-	0 balance
Citibank Platinum	-	0 balance
Hechts	-	$200.00
Amex Gold	-	$8360 plus paid 11/20/2003
Amex Blue	-	0 balance
Neiman Marcus	-	0 balance
Diners Club		0 balance
Capital One	-	About $4000.00

01/23/2004 02:57PM

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1027

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00703 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.225

I am stating this because the credit report is not updated frequently and they might be balances showing in some.

I have enclosed a copy of tax returns, pay stubs, and home owners insurance incase its required. I have also taken the liberty to enclose the wire transfer information for the spousal maintenance.

Please let me know if you have questions. Thanks

Yours Sincerely,

Jennifer Douglas

01/23/2004 02:57PM

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ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00704 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.226

Address:
9731 Sorrel Avenue
Potomac, MD 20854-4732

[1] Please note: Mrs. Jennifer Douglas-Abubakar is not named in the OFAC's Specially Designated Nationals & Blocked Persons (01/11/2006)

[2] According to the Washington Post Home Values and Recent Sales Database, the registered owner of this property is Ms. Jennifer Douglas (since 01/2000).

Background

The JDA Trust

The trust was established for the support and benefit of Jennifer Douglas-Abubakar and her three minor children: Anthony Douglas, Abdulmalik Abubakar and Zara Abubakar. She and her children are US citizens. Jennifer Douglas-Abubakar is the Co-trustee and Protector of the Trust. Her husband is Atiku Abubakar, the Vice President of Nigeria. Her husband provided the initial funding for the trust as a gift to Jennifer Douglas-Abubakar. She, in turn, funded the trust. Our understanding of the underlying rationale for the establishment of the trust was a desire on the part of Jennifer Douglas-Abubakar to place funds aside for the protection of herself and her children.

Jennifer Douglas-Abubakar

Jennifer Douglas-Abubakar is a PhD student at American University. She is the 4th wife of Atiku Abubakar. It appears that that her marriage is the source of her wealth. She is the founder, CEO and President of GEDE Foundation, a charity for AIDS in Africa. According to the web site, this charity has received a $30,000 grant from the World Bank. She has made multiple donations to both political parties using different versions of her name.

Her home was searched by the FBI in connection with the investigation of Rep. William Jefferson. The federal probe involves two African investments in which Rep. William Jefferson is being investigated for demanding payments and perks in exchange for his support. Her role in this investigation is not publicly known at this time.

Source of Funds

Atiku Abubakar, her husband, became Vice President of Nigeria in 1999. Prior to becoming Vice President, Mr. Abubakar was the chairman of seven Nigerian companies involved in oil services, insurance, pharmaceuticals, agriculture and the print media. From 1969 to 1989, he served in the Nigerian Customs and Excise service. Given the business practices that existed in Nigeria over this timeframe, the ability of the Trust Company to determine that his wealth was achieved through legal means is suspect.

Mr. Abubakar's home in the District of Columbia was also searched by the FBI in connection with the investigation of Rep. William Jefferson. Mr. Abubakar's role in the investigation is not publicly known at this time.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1029

ph44585 on D330-44585-7600 with DISTILLER
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568402.227

Fax sent by : 7037666189 WACHOVIA 6. 27-07 08:18 Pg: 2/4

RC 644316

CORPORATE AFFAIRS COMMISSION

FEDERAL REPUBLIC OF NIGERIA

Certificate of Incorporation of a Company

I hereby certify that

AMERICAN UNIVERSITY NIGERIA LTD/GTE

previously called ABTI-AMERICAN UNIVERSITY LTD/GTE which name was changed by Special Resolution and with my Authority on the Twenty-Eighth day of May , 2007 was incorporated under the Companies and Allied Matters Act 1990 as a Limited Company, on the Thirtieth day of January , 2006

Given under my hand at Abuja

This Eighth day of June , 2007

A ALMUSTAPHA

Registrar General

114964

Permanent Subcommittee on Investigations

EXHIBIT #134 - FN 1036

JD-F-00430

ph44585 on D330-44585-7600 with DISTILLER

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568402.228

Fax sent by :-7837686189 WACHOUIA 8 27-07 08:18 Pg: 3/4

NATIONAL UNIVERSITIES COMMISSION
AJA NWACHUKWU HOUSE, PLOT 430 AGUIYI-IRONSI STREET, P.M.B. 237 ABUJA
OFFICE OF THE EXECUTIVE SECRETARY
PROF. PETER OKEBUKOLA
Tel: 09 -4133185
Fax: 09 -4133520

NUC/ES/SCOPU/1 29th September, 2004

The Coordinator
Abti University
Yola.

Dear Sir,

RE: APPLICATION FOR A CHANGE OF NAME FROM ABTI UNIVERSITY TO ABTI AMERICAN UNIVERSITY OF NIGERIA, YOLA

I write in response to your letter of 28th July 2004 on the above subject matter. After a careful consideration of the request and evaluation by appropriate organs of the National Universities Commission, I am pleased to convey approval for the change of name from ABTI University to ABTI American University of Nigeria, Yola.

I wish to request that you meet with the Standing Committee on Private Universities for guidance on the implementation of the Management Consultancy and Trade Mark License Agreements which you have signed in connection with the new name.

Please accept my congratulations as we look forward to the commencement of academic activities in ABTI-American University of Nigeria.

Very sincerely,

Professor Peter Okebukola
Executive Secretary

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1036

JD-F-00431

ph44585 on D330-44585-7600 with DISTILLER

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ph44585 on D330-44585-7600 with DISTILLER

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Permanent Subcommittee on Investigations

EXHIBIT #134 - FN 1051

[redacted] = Redacted by the Permanent Subcommittee on Investigations

CONFIDENTIAL
Citigroup: June 29, 2007 PSI Subpoena Response
July 22, 2008 Identified Matches

Name Listed in the Subpoena	Business	Account Name	Type of Account or Relationship	Account Information: Account Number	When account opened	Open/Closed	If closed, when?
Jennifer Douglas	Citi Cards	Gede Foundation Inc. (correct Jennifer Dgls Abubakar)	Credit Card Merchant	[redacted]	09/13/02	Sold	In October 2005, Citi Cards sold its merchant services business, which included account # 3960000100019258, to a third party purchaser. Post-October 2005, Citi Cards has only had access to information concerning this account through an agreement with the purchaser, which prohibits further disclosure. Any information concerning the account post-October 2005, therefore, should be requested from the purchaser.
Jennifer Douglas	Consumer Bank	Gede Foundation, inc. (Jennifer D. Abubakar, one of authorized signers)	Checking	17561251	02/05/02	Closed	06/01/07
Jennifer Douglas	Consumer Bank	Gede Foundation, Inc. (Jennifer D. Abubakar, one of authorized signers)	Checking	17561366	03/12/02	Closed	06/01/07
Jennifer Douglas	Consumer Bank	Gede Foundation, Inc. (Jennifer D. Abubakar, one of authorized signers)	Savings	17561278	02/05/02	Closed	03/09/06
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Checking	52096374	06/28/00	Closed	06/30/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Savings	52096382	06/28/00	Closed	06/30/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Checking	1208898250	09/22/05	Closed	05/02/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Savings	1208898269	09/22/05	Closed	05/30/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Checking Plus	1208898250	09/22/05	Closed	05/02/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Checking	1209739572	04/05/05	Closed	10/31/05
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Checking	1208993341	01/13/06	Closed	06/25/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Checking	1209003591	06/07/01	Closed	05/18/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Checking	1209739556	04/04/05	Closed	06/15/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Checking	1209763257	05/12/05	Closed	09/15/05
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Savings	1209763257	05/12/05	Closed	09/22/05
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Safe Deposit	300726270273	01/13/04	Closed	06/21/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Safe Deposit	300726227068	12/10/01	Closed	06/21/07
Jennifer Douglas	Consumer Bank	Jennifer Douglas	Equity Source Account	7707591587	04/05/04	Suspended	Suspended on 8/17/07
Jennifer Douglas	Primerica Life Insurance Company	Jennifer E. Douglas	Term Life Insurance Policy	57048556	02/28/99	Closed	10/26/01
Jennifer Douglas	Smith Barney	Jennifer Douglas	Brokerage	232-75067-1-5 (previously numbered 168-24253-1-7)	01/29/01	Closed	08/18/07
Jennifer Douglas	Smith Barney	Jennifer Douglas	Brokerage	824-07365	06/28/00	Closed	06/11/06

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B 00008784

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CONFIDENTIAL
Citigroup: June 29, 2007 PSI Subpoena Response
July 22, 2008 Identified Matches

Name Listed in the Subpoena	Business	Account Name	Account Information				
			Type of Account or Relationship	Account Number	When account opened?	Open/Closed	If closed, when?
Jennifer Douglas and Atiku Abubakar	Citi Cards	Jennifer J Douglas (account holder); Atiku Abubakar (authorized user)	Credit Card	5424180164212950 (originally numbered 5424180494247830 and later closed and reassigned as 5424180164212950 which was later consolidated with account # 5410854340047916 referred to above)	06/01/00	Closed	03/11/05
Jennifer Douglas and Atiku Abubakar	Citi Cards	Atiku Abubakar (This account is linked to credit card account # [redacted] the name of Jennifer Douglas. Jennifer Douglas is financially responsible for the accounts.)	Credit Card	[redacted]	07/01/00	Closed	08/18/07

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1061

B 00001920

SALOMON SMITH BARNEY
A member of citigroup

Ref: C0003021 00024933

Client Statement
January 31, 2001

H

168A011442425300003021 301031AP01 WEB00168A
JENNIFER DOUGLAS
9731 SORREL AVE.
POTOMAC MD 20854-4732

SALOMON SMITH BARNEY INC.
Your Financial Consultant
JONATHAN BITTING
7 WORLD TRADE CENTER
42ND FLOOR
NEW YORK NY 10048
212-783-1862

Branch: 800-691-6960

Account number 168-24253-17 144

Account value

	Last period	This period
Money funds	$ 0.00	$ 500,000.00
Net value	$ 0.00	$ 500,000.00

Cash, Money funds and Bank deposits

	This period
Opening balance	$ 0.00
Deposits	500,000.00
Closing balance	$ 500,000.00

Portfolio details
The values of your holdings are as of 01/31/01.

Money funds

Description	No. of shares	Market value	Accrued dividends	Annualized Dividend Yield	Comment
SB MONEY FUNDS CASH PORT CL A	500,000.00	$ 500,000.00		5.85%	
Total money funds		$ 500,000.00	$ 0.00		

Transaction details

Deposits

Date	Description	Amount	Date	Description	Amount
01/30/01	CASHIERS CHECK RECEIVED AT CD168 - SMITH BARNEY ASSET MGM	500,000.00			

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ph44585 on D330-44585-7600 with DISTILLER

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B 00001921

SALOMON SMITH BARNEY

A member of citigroup

Client Statement

January 31, 2001

Ref: 00003021 00024934

JENNIFER DOUGLAS

Account number 168-24253-17 144

Money funds activity

Opening money funds balance $ 0.00

All transactions are traded at $1.00 per share.

Date	Activity	Description	Amount
01/31/01	Autoinvest	SB MONEY FUNDS CASH PORT CL A	500,000.00

Date	Activity	Description	Amount
		Closing balance	$ 500,000.00

We have available at no cost brochures describing our investment advisory services and those of any other investment advisors managing your account. If you would like copies, please ask your Salomon Smith Barney Financial Consultant or Salomon Smith Barney Portfolio Manager.

Please contact your Salomon Smith Barney Financial Consultant or Salomon Smith Barney Portfolio Manager if there have been any changes in your financial situation or investment objective, or if you wish to impose any restrictions, or modify existing restrictions, on the management of your account.

568402.233

U.S. Service Center 007
PO Box 769013
San Antonio, TX 78245-9013

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CITIBANK, F.S.B.
Account
1209003581

JENNIFER DOUGLAS
HOUSEHOLD ACCOUNT
9731 SORREL AVE
POTOMAC MD 20854-4732

Statement Period
Aug. 7 - Aug. 12, 2001

CITIBANK ACCOUNTS AS OF AUGUST 12, 2001

CITIBANK ACCOUNT SUMMARY:

Checking	$5,000.00
Savings	$151,690.92
Investments (not FDIC insured)	-----
Loans	-----
Credit Cards	-----

Planning to Move?
We understand that moving to a new location is a lot to deal with, but as a Citibank customer, you won't have to think twice about your banking. Let us make your move easier, by taking care of your banking. Stop by your local Citibank or call 1-800-274-6660.

Checking	Balance
Regular Checking	$5,000.00

Savings	Balance
High Yield IMMA	$50,513.85
Market Rate Plus	$101,177.07

Total Checking and Savings	$156,690.92

Citipro Financial Needs Analysis
Enjoy life today. Prepare for the future. Citibank can help show you how to find financial balance with a free Citipro financial needs analysis. To learn more, visit your local Citibank financial center.

SUGGESTIONS OUR RECOMMENDATIONS

Personal Installment Loan
You deserve it - whether it's a new couch you've had your eyes on, an extra bathroom, or a once-in-a-lifetime vacation. Now you can get it quickly and easily with a Citibank Personal Installment Loan. Borrow up to $25,000 and give yourself the reward you've been waiting for. Stop by your nearest Citibank financial center today or call us at 1-800-321-CITI.

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1062

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568402.234

JENNIFER DOUGLAS
HOUSEHOLD ACCOUNT

Account 1209003581 Page 2 of 3
Statement Period - Aug. 7 - Aug. 12, 2001

;00001/R1/04F007

CITIBANK ACCOUNT RATES AND CHARGES

When determining your rates and charges for this statement period, Citibank considered your average balances during the month of July in all of your qualifying accounts that you asked us to combine. These balances may be in accounts that are reported on other statements.

Rates and Charges	Your Combined Balance Range $100,000+
Rates	Preferred
Monthly Service Charge	None

Ask about accounts eligible for preferred rates.

Please refer to your Citibank Account Terms and Conditions for details on how we determine your monthly fees and charges. Please note that when your qualified transaction activity exceeds the designated level, you may be subject to fees for transactions performed.

All fees assessed in a statement period, including per check and non-Citibank ATM fees, will appear as charges on your next Citibank statement (to the account that is currently debited for your monthly service charge).

CHECKING ACTIVITY

Regular Checking
1209003581

Beginning Balance: $0.00
Ending Balance: $5,000.00

Date	Description	Amount Subtracted	Amount Added	Balance
8/07	Deposit		5,000.00	5,000.00

SAVINGS ACTIVITY

High Yield IMMA
1208951651

Beginning Balance: $50,379.04
Ending Balance: $50,513.85

Date	Description	Amount Subtracted	Amount Added	Balance
8/10	Interest Earned		134.81	50,513.85

Savings and Money Market Account Interest Summary

Account	Statement Period	Average Balance	Average Interest Rate	Interest Earned	Annual Percentage Yield Earned
IMMA 1208951651	7/13-8/12	$50,379.04	3.15%	$134.81	3.20%

Certificates of Deposit

Type	Number	Maturity	Interest Rate	Annual Percentage Yield(APY)	Last Interest Paid	Balance
Mkt Rate Plus	1679323897	8/23/01	3.15%	3.20%	$127.98	$101,177.07

Market Rate Plus
1679323897

Beginning Balance: $100,917.79
Ending Balance: $101,177.07

Date	Description	Amount Subtracted	Amount Added	Balance
7/25	Interest Earned Interest Rate = 3.39%, Annual Percentage Yield = 3.45%		131.30	101,049.09
7/26	Automatic rollover			101,049.09
8/08	Interest Earned Interest Rate = 3.30%, Annual Percentage Yield = 3.35%		127.98	101,177.07
8/09	Automatic rollover			101,177.07
	Total Subtracted/Added	0.00	259.28	

ph44585 on D330-44585-7600 with DISTILLER
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JENNIFER DOUGLAS
HOUSEHOLD ACCOUNT

Account 1209003581 Page 3 of 3
Statement Period - Aug. 7 - Aug. 12, 2001

;00001/R1/04F007

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:	YOU CAN CALL:	YOU CAN WRITE:
Checking High Yield Insured Money Market CDs	800-926-1067 (For Speech and Hearing Impaired Customers Only TDD: 800-945-0258)	Citibank, F.S.B. Bank by Mail P.O. Box 603698 Chicago, IL 60680-8837

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states.

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:
Products reported in CHECKING and SAVINGS are insured by the Federal Deposit Insurance Corporation. Please consult your Citibank Customer Manual for full details and limitations of FDIC coverage.

In Case of Errors or Questions About Your Electronic Fund Transfers other than for Investment Transactions:
If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.
Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Citibank is an Equal Housing Lender.

Citicard, Citicard Banking Center, Checking Plus, MasterCard, Visa, Citibank Preferred Visa and MasterCard, Citibank Platinum Select, Checks-as-Cash, Equity Source Account, MultiMoney, Citigold, CitiPhone Banking, and Ready Credit are registered in the U.S. Patent and Trademark Office. Safety Check is a service mark of Citigroup, Inc.

TO RECONCILE YOUR CHECKBOOK WITH THIS STATEMENT, FOLLOW THESE SIMPLE RULES

1. List in your checkbook any deposits, withdrawals and service charges which are shown on your statement, but not recorded in your checkbook. Adjust your checkbook accordingly.
2. Mark off in your checkbook all checks paid, withdrawals, or deposits listed on your statement.
3. List and total in the "Checks and Other Withdrawals Outstanding" column at the right all issued checks that have not been paid by Citibank together with any applicable check charges and all withdrawals made from your account since your last statement.
4. Deduct from your checkbook balance any service or other charge (including pre-authorized transfers or automatic deductions) that you have not already deducted.
5. Add to your checkbook balance any interest-earned deposit shown on this statement.
6. Record Closing Balance here (as shown on statement).
7. Add deposits or transfers you recorded which are not shown on this statement.
8. Total (6 and 7 above).
9. Enter Total "Checks and Other Withdrawals Outstanding" (from right).

BALANCE (8 less 9 should equal your checkbook balance).

Checks and Other Withdrawals Outstanding
(Made by you but not yet indicated as paid on your statement)

Number or Date	Amount
Sum of check charges on above if applicable	
Total	

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568402.236

U.S. Service Center 007
PO Box 769013
San Antonio, TX 78245-9013

00001/R1/20F037
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CITIBANK, F.S.B.
Account
1209003561

JENNIFER DOUGLAS
HOUSEHOLD ACCOUNT
9731 SORREL AVE
POTOMAC MD 20854-4732

Statement Period
Oct. 12 - Nov. 13, 2001

CITIBANK ACCOUNTS AS OF NOVEMBER 13, 2001

CITIBANK ACCOUNT SUMMARY:

Checking	$11,117.57
Savings	$291,691.09
Investments (not FDIC insured)	----
Loans	----
Credit Cards	----

On 1/1/02, the EURO will be introduced as the legal tender in the 12 EMU countries. Please make note of the following for end dates of transactions in the 12 LOCAL CURRENCIES; Foreign Wire Transfer 12/26/01, Foreign Draft 12/28/01, Foreign Collections 2/1/02 and Foreign Banknotes 2/28/02.

Checking	Balance
Regular Checking	$11,117.57
Savings	**Balance**
High Yield IMMA	$189,820.14
Market Rate Plus	$101,870.95
Total Checking and Savings	**$302,808.66**

Let the equity in your home work for you - ask about great rates on a Citibank Home Equity Loan or Line of Credit. Use the money to finance home improvements, or for any planned or unplanned expenses. Visit your nearest Citibank Financial Center, or call us today toll-free at 1-800-934-1601.

DESIGNED AND RECOMMENDED

HABITAT FOR HUMANITY

Citigroup is a proud sponsor of Habitat for Humanity International. Volunteering is a great American tradition. We encourage you to get involved. Visit Habitat's website at www.habitat.org, or call 1-229-924-6935, to find out how you can make a difference in the lives of people in your community.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1064

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[redacted] = Redacted by the Permanent Subcommittee on Investigations

JENNIFER DOUGLAS
HOUSEHOLD ACCOUNT

Account 1209003581 Page 2 of 5
Statement Period - Oct. 12 - Nov. 13, 2001

;00001/R1/20F067

CITIBANK ACCOUNT RATES AND CHARGES

When determining your rates and charges for this statement period, Citibank considered your average balances during the month of October in all of your qualifying accounts that you asked us to combine. These balances may be in accounts that are reported on other statements.

Rates and Charges	Your Combined Balance Range $100,000+
Rates	Preferred
Monthly Service Charge	None

Ask about accounts eligible for preferred rates.

Please refer to your Citibank Account Terms and Conditions for details on how we determine your monthly fees and charges. Please note that when your qualified transaction activity exceeds the designated level, you may be subject to fees for transactions performed.

All fees assessed in a statement period, including per check and non-Citibank ATM fees, will appear as charges on your next Citibank statement (to the account that is currently debited for your monthly service charge).

CHECKING ACTIVITY

Regular Checking
1209003581

Beginning Balance: $1,484.67-
Ending Balance: $11,117.57

Date	Description	Amount Subtracted	Amount Added	Balance
10/12	Transfer from IMMA CitiPhone Banking [redacted]		1,484.67	
10/12	Transfer from IMMA CitiPhone Banking [redacted]		50,000.00	50,000.00
10/15	Check # 1055	174.30		
10/15	Check # 1071	200.00		49,625.70
10/16	Check # 1072	66.50		
10/16	Check # 1073	170.00		
10/16	Check # 1069	1,463.00		47,926.20
10/17	Check # 1064	78.21		
10/17	Check # 1051	134.37		
10/17	Check # 1075	165.00		47,548.62
10/19	Check # 1085	961.40		
10/19	Check # 1083	1,000.00		
10/19	Check # 1076	76.31		
10/19	Check # 1050	125.00		
10/19	Check # 1058	433.00		
10/19	Check # 1054	3,289.00		
10/19	Check # 1081	5,600.00		
10/19	Check # 1074	10,341.00		25,720.91
10/22	Check # 1077	289.00		
10/22	Check # 1084	800.00		24,631.91
10/23	Check # 1068	60.00		
10/23	Check # 1079	1,036.63		
10/23	Check # 1062	2,258.86		21,276.42
10/25	Check # 1078	163.87		
10/25	Check # 1088	572.76		20,539.79
10/30	Check # 1087	117.92		20,421.87
10/31	Check # 1080	534.95		
10/31	Check # 1089	757.50		
10/31	Check # 1086	15,969.00		3,160.42
11/01	Check # 1130	3,000.00		
11/01	Check # 1122	220.00		
11/01	Check # 1090	331.59		
11/01	Fee for Returned Check/Overdraft	60.00		451.17-
11/02	Returned Check		220.00	
11/02	Returned Check		331.59	
11/02	Check # 1126	1,860.63		
11/02	Fee for Returned Check/Overdraft	30.00		1,790.21-
11/05	Transfer from Checking Direct Access Reference # [redacted]		18,875.00	

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JENNIFER DOUGLAS
HOUSEHOLD ACCOUNT

Account 1209003581 Page 3 of 5
Statement Period - Oct. 12 - Nov. 13, 2001

j00001/R1/20F007

CHECKING ACTIVITY (Continued)

Date	Description	Amount Subtracted	Amount Added	Balance
11/05	Check # 1129	750.00		16,334.79
11/07	Check # 1123	92.00		
11/07	Check # 1133	331.54		15,911.25
11/08	Check # 1125	311.00		
11/08	Check # 1124	560.00		
11/08	Check # 1128	2,700.00		12,340.25
11/09	Check # 1132	87.00		12,253.25
11/13	Check # 1134	387.12		
11/13	Check # 1137	748.56		11,117.57
	Total Subtracted/Added	**58,309.02**	**70,911.26**	

Checks Paid

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
1050	10/19	125.00	1073	10/16	170.00	1083	10/19	1,000.00	1124	11/08	560.00
1051	10/17	134.37	1074	10/19	10,341.00	1084	10/22	800.00	1125	11/08	311.00
1054*	10/19	3,289.00	1075	10/17	165.00	1085	10/19	961.40	1126	11/02	1,860.63
1055	10/15	174.30	1076	10/19	78.31	1086	10/31	15,969.00	1128*	11/08	2,700.00
1058*	10/19	433.00	1077	10/22	289.00	1087	10/30	117.92	1129	11/05	750.00
1064*	10/17	78.21	1078	10/25	163.87	1088	10/25	572.76	1130	11/01	3,000.00
1068*	10/23	60.00	1079	10/23	1,036.63	1089	10/31	757.50	1132*	11/09	87.00
1069	10/16	1,483.00	1080	10/31	534.95	1090	11/01	331.59	1133	11/07	331.54
1071*	10/15	200.00	1081	10/19	5,600.00	1122*	11/01	220.00	1134	11/13	387.12
1072	10/16	66.50	1082	10/23	2,258.86	1123	11/07	92.00	1137*	11/13	748.56

* Indicates gap in check number sequence

SAVINGS ACTIVITY

High Yield IMMA
1208951651

Beginning Balance: $240,806.59
Ending Balance: $189,820.14

Date	Description	Amount Subtracted	Amount Added	Balance
10/12	Transfer to Checking CitiPhone Banking Reference [redacted]	1,484.67		
10/12	Transfer to Checking CitiPhone Banking Reference [redacted]	50,000.00		189,411.92
11/13	Interest Earned		408.22	189,820.14
	Total Subtracted/Added	**51,484.67**	**408.22**	

Savings and Money Market Account Interest Summary

Account	Statement Period	Average Balance	Average Interest Rate	Interest Earned	Annual Percentage Yield Earned
IMMA 1208951651	10/12-11/13	$189,411.92	2.38%	$408.22	2.41%

Certificates of Deposit

Type	Number	Maturity	Interest Rate	Annual Percentage Yield(APY)	Last Interest Paid	Balance
Mkt Rate Plus	1679323897	11/15/01	2.42%	2.45%	$103.88	$101,870.95

Market Rate Plus
1679323897

Beginning Balance: $101,659.40
Ending Balance: $101,870.95

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JENNIFER DOUGLAS
HOUSEHOLD ACCOUNT

Account 1209003581 Page 4 of 5
Statement Period - Oct. 12 - Nov. 13, 2001

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SAVINGS ACTIVITY (Continued)

Date	Description	Amount Subtracted	Amount Added	Balance
10/17	Interest Earned Interest Rate = 2.76%, Annual Percentage Yield = 2.80%		107.67	101,767.07
10/18	Automatic rollover			101,767.07
10/31	Interest Earned Interest Rate = 2.66%, Annual Percentage Yield = 2.70%		103.88	101,870.95
11/01	Automatic rollover			101,870.95
	Total Subtracted/Added	**0.00**	**211.55**	

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:	YOU CAN CALL:	YOU CAN WRITE:
Checking High Yield Insured Money Market CDs	800-926-1067 (For Speech and Hearing Impaired Customers Only TDD: 800-945-0258)	Citibank, F.S.B. Bank by Mail P.O. Box 803698 Chicago, IL 60680-8837

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states.

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:
Products reported in CHECKING and SAVINGS are insured by the Federal Deposit Insurance Corporation. Please consult your Citibank Customer Manual for full details and limitations of FDIC coverage.

In Case of Errors or Questions About Your Electronic Fund Transfers other than for Investment Transactions:
If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you thefirst statement on which the error or problem appeared.
Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Citibank is an Equal Housing Lender.

Citicard, Citicard Banking Center, Checking Plus, MasterCard, Visa, Citibank Preferred Visa and MasterCard, Citibank Platinum Select, Checks-as-Cash, Equity Source Account, MultiMoney, Citigold, CitiPhone Banking, and Ready Credit are registered in the U.S. Patent and Trademark Office. Safety Check is a service mark of Citigroup, Inc.

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JENNIFER DOUGLAS
HOUSEHOLD ACCOUNT

Account 1209003581 Page 5 of 5
Statement Period - Oct. 12 - Nov. 13, 2001

100001/R1/20F007

TO RECONCILE YOUR CHECKBOOK WITH THIS STATEMENT, FOLLOW THESE SIMPLE RULES

1. List in your checkbook any deposits, withdrawals and service charges which are shown on your statement, but not recorded in your checkbook. Adjust your checkbook accordingly.
2. Mark off in your checkbook all checks paid, withdrawals, or deposits listed on your statement.
3. List and total in the "Checks and Other Withdrawals Outstanding" column at the right all issued checks that have not been paid by Citibank together with any applicable check charges and all withdrawals made from your account since your last statement.
4. Deduct from your checkbook balance any service or other charge (including pre-authorized transfers or automatic deductions) that you have not already deducted.
5. Add to your checkbook balance any interest-earned deposit shown on this statement.
6. Record Closing Balance here (as shown on statement).
7. Add deposits or transfers you recorded which are not shown on this statement.
8. Total (6 and 7 above).
9. Enter Total "Checks and Other Withdrawals Outstanding" (from right).

BALANCE (8 less 9 should equal your checkbook balance).

Checks and Other Withdrawals Outstanding
(Made by you but not yet indicated as paid on your statement)

Number or Date	Amount
Sum of check charges on above if applicable	
Total	

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MONTGOMERY COUNTY, MD
APPROVED BY ___
JUN 14 2004
$2760.00 DECORDATION TAX PAID
$ ___ TRANSFER TAX PAID

Tax Id: [redacted]
104012201490000
$400,000.00

[redacted] = Redacted by the Permanent Subcommittee on Investigations

EQUITY SOURCE ACCOUNT® DEED OF TRUST (MARYLAND)

MAY 21 2004

ACCOUNT NO.: 7707591587

THIS IS A CREDIT LINE DEED OF TRUST THAT SECURES INDEBTEDNESS UNDER A LOAN AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE INTEREST RATE.

In this Deed, "You", "Your" and "Yours" means JENNIFER E. DOUGLAS, SOLE OWNER, NO MANNER OF TITLE STATED, of 9731 SORREL AVE, POTOMAC, MD 208544732, each person signing as trustor. "We," "Us" and "Our" means CITIBANK, FEDERAL SAVINGS BANK, 11800 Spectrum Center Drive, Reston, VA 22090. The "Trustee" means B. George Ballman and Thomas D. Gibbons, Six Montgomery Village Avenue, Suite 402, Gaithersburg, MD 20879, or any successor appointed pursuant to Paragraph 26 of this Deed of Trust. The "Borrower" means JENNIFER E. DOUGLAS.

The "Agreement" means the Equity Source Account Agreement and Disclosure of even date herewith signed by the Borrower in connection with this Deed of Trust. The "Property" means the real estate, including the leasehold (if any), located at 9731 SORREL AVE, POTOMAC, MD 208544732 MONTGOMERY County and having the legal description attached to and made a part of this Deed of Trust.

THIS MORTGAGE between You, Trustee and Us is made as of the date next to Your first signature below and has a final maturity date 30 years from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Deed of Trust may not exceed $400,000.00 (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Deed of Trust. Obligations under the Agreement, Deed of Trust and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a reconveyance of the Property to be executed to You and such reconveyance is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower (pursuant to Paragraph 16 of this Deed of Trust (herein "Future Loan Advances")) and, in consideration of the indebtedness hereby secured and the trust herein created, You hereby irrevocably grant and convey to Trustee, in trust, with, if allowed by applicable law, power of sale, the Property.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Deed of Trust is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

TAX ID SUBT 28.00
RECORDING FEE 20.00
TOTAL 48.00
Rcpt # 17358
Blk # 3869
06/14/2004 02:09 PM

MARYLAND MORTGAGE
DOUGLAS

Revised 09/02/2003
MCAPN 104012201490000

MONTGOMERY CO MD
CLERKS OFFICE
MARYLAND
2004 JUN 17 PM 2:02

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1068

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Deed of Trust, continued

IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS DEED OF TRUST, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 3 THROUGH 7 FOLLOWING.

Jennifer E. Douglas 03/31/2004

Trustor: JENNIFER E. DOUGLAS		Trustor:	
[/] Married	[ ] Unmarried	[ ] Married	[ ] Unmarried
Trustor:		Trustor:	
[ ] Married	[ ] Unmarried	[ ] Married	[ ] Unmarried
[ ] Married	[ ] Unmarried	[ ] Married	[ ] Unmarried

STATE OF MARYLAND, MONTGOMERY County ss: VIRGINIA

I hereby certify, that on this 03/31/2004, before me the subscriber, a Notary Public of the State of Maryland, in and for the FAIRFAX COUNTY personally appeared JENNIFER E. DOUGLAS, well known to me or satisfactorily proven to be the person(s) whose name(s) is(are) subscribed to within the instrument and acknowledged that he(she)(they) executed the same for the purposes therein contained.

AS WITNESS my hand and notarial seal.

Notary Public: M. H. MANSOUR M. H. Mansour

My commission expires: ~~This Commission Expires: July 31, 2006~~

This is to certify that the within instrument has been prepared by a party named to the instrument.

Christine E. Gaola
Settlement Processor Authorized Agent

STATE OF MARYLAND, MONTGOMERY County ss:

I hereby certify, that on this 31TH DAY OF MARCH, 2004, before me the subscriber, a Notary Public of the State of VIRGINIA and for the FAIRFAX COUNTY personally appeared Christine E. Gaola the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth; and made oath that he is the agent or parties secured and is duly authorized to make this affidavit.

AS WITNESS my hand and notarial seal.

Notary Public: M. H. MANSOUR M. H. Mansour

My commission expires: ~~This Commission Expires: July 31, 2006~~

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Deed of Trust, continued

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You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first deed of trust. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Deed of Trust.

You and We covenant and agree as follows:

1. **Payment of Indebtedness.** Borrower shall promptly pay when due the indebtedness secured by this Deed of Trust including, without limitation, that evidenced by the Agreement.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Deed of Trust in such order as We may choose from time to time.

3. **Charges; Liens.** Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment.

You shall make payments, when due, on any indebtedness secured by a deed of trust or other lien that is prior in right time to this Deed of Trust (a "Prior Deed of Trust"). You shall promptly discharge the lien of any Prior Deed of Trust not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to this Deed of Trust. You shall not enter into any agreement with the holder of a Prior Deed of Trust whereby such Prior Deed of Trust, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Deed of Trust without Our prior written consent.

4. **Hazard Insurance.** You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgage clause in favor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You.

If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Deed if Trust.

If the Property is acquired by Us under Paragraph 14 of this Deed of Trust, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Deed of Trust covers a unit in a condominium project or planned unit development.

5. **Preservation and Maintenance of Property; Condominiums and Planned Unit Developments.** If this Deed of Trust is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of Your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 5 of

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Deed of Trust, continued

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this Deed of Trust if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Deed of Trust to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Deed of Trust being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project), or (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project. If the Property has rental units, You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required herein.

6. **Protection of Our Security.** If You fail to perform Your obligations under this Deed of Trust, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness secured by this Deed of Trust (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.

7. **Inspection.** We or Our agents may enter and inspect the Property, after giving You reasonable prior notice.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither Borrower nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

If You abandon the Property, or if, after notice by Us to You that the condemnor offers to make an award or settle a claim for damages, You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

9. **Forbearance Not a Waiver.** Any forbearance by Us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy in the future. Any waiver by Us must be in writing and signed by Us.

10. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Your covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

11. **Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to You provided for in this Deed of Trust shall be given by personal delivery or by mailing such notice by first-class postage paid, addressed to You at the address of the Property shown at the beginning of this Deed of Trust or at such other address as You may designate by notice to Us as provided herein, and (b) any notice to Us shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to Our address stated herein or to such other address as We may designate by notice to You as provided herein.

12. **Severability.** If any term of this Deed of Trust is found to be unenforceable, all other provisions will remain in full force.

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Deed of Trust, continued citibank®

13. Due on Transfer Provision - Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Our prior written consent, We may, at Our option, require immediate payment in full of all sums secured by this Deed of Trust. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Deed of Trust. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Deed of Trust must be paid. If these sums are not paid prior to the expiration of this period, We may invoke any remedies permitted by this Deed of Trust without further notice or demand on You.

14. Default. If You breach any term in this Deed of Trust, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale under this Deed of Trust and any other remedies permitted by law. We may collect from You all reasonable costs incurred in enforcing the terms of this Deed of Trust, including attorney's fees and allocated costs of Our salaried employees.

15. Assignment of Rents. As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.

16. Future Loan Advances. Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by a promissory note or agreement stating that said note or agreement is so secured.

17. Release. Upon payment of all sums secured by this Deed of Trust and upon (a) expiration of the Agreement or (b) Your request, We shall release this Deed of Trust and You shall pay all costs of recordation, if any.

18. Appointment of Receiver; Lender in Possession. Upon acceleration under this Deed of Trust or abandonment of the Property; We shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees and premiums on the receiver's bonds and reasonable attorneys fees and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

19. Statement of Obligation. We may collect a fee for furnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.

20. No Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for Our benefit in any capacity, without Our prior written consent.

21. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Deed of Trust and with respect to any goods or other personal property that may now or hereafter become such fixtures.

22. Third Party Waivers. In the event that any of You has not also signed the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations, (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance, and (ii) accept, waive and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Deed of Trust or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands and notice of

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Deed of Trust, continued citibank®

protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Deed of Trust, any right of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.

23. **Choice of Law.** This Deed of Trust will be governed by and interpreted in accordance with the federal laws of the United States and where not inconsistent with the laws of the State of Maryland, regardless of the state in which You or Borrower resides.

24. **Your Copy.** You shall be given one conformed copy of the Agreement and this Deed of Trust.

25. **Loan Charges Legislation Affecting Our Rights.** If the Agreement is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Agreement exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge already collected from You or Borrower which exceeded permitted limits will be refunded to You or Borrower. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Deed of Trust unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Deed of Trust and may invoke any remedies permitted by Paragraph 14.

26. **Substitute Trustee.** We may, at our Option, from time to time remove the Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

27. **Reconveyance.** After compliance with all requirements of the Agreement, We shall request the Trustee to reconvey the Property to You. Trustee shall reconvey the Property without warranty. You shall pay any fee legally charged by the Trustee for the issuance of reconveyance and all costs of recordation.

28. **ACCELERATION; REMEDIES.** EXCEPT AS PROVIDED IN PARAGRAPH 13 OF THIS DEED OF TRUST, UPON BORROWER'S OR YOUR BREACH OF ANY COVENANT OR AGREEMENT IN THIS DEED OF TRUST, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS DEED OF TRUST, WE, PRIOR TO ACCELERATION SHALL MAIL NOTICE TO YOU AND BORROWER AS PROVIDED IN PARAGRAPH 11 OF THIS DEED OF TRUST SPECIFYING: (A) THE BREACH; (B) THE ACTION REQUIRED TO CURE SUCH BREACH; (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED TO YOU AND BORROWER, BY WHICH SUCH BREACH MUST BE CURED; AND (D) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS DEED OF TRUST AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM YOU AND BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF YOU OR BORROWER TO ACCELERATION AND SALE. IF THE BREACH IS NOTE CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, WE, AT OUR OPTION, MAY DECLARE ALL OF THE SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND, AND MAY INVOKE THE POWER OF SALE AND ANY OTHER REMEDIES PERMITTED BY APPLICABLE LAW. WE SHALL BE ENTITLED TO COLLECT ALL REASONABLE COSTS AND EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 28, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES.

IF WE INVOKE THE POWER OF SALE, WE SHALL MAIL OR CAUSE TRUSTEE TO MAIL WRITTEN NOTICE OF SALE TO YOU AND BORROWER IN THE MANNER PRESCRIBED BY APPLICABLE LAW. TRUSTEE SHALL GIVE NOTICE OF SALE BY PUBLIC ADVERTISEMENT FOR THE TIME AND IN THE MANNER PRESCRIBED BY APPLICABLE LAW. TRUSTEE, WITHOUT DEMAND ON YOU OR BORROWER, SHALL SELL THE PROPERTY AT PUBLIC AUCTION TO THE HIGHEST BIDDER AT THE TIME AND PLACE AND UNDER THE TERMS DESIGNATED IN THE NOTICE OF SALE IN ONE OR MORE PARCELS AND IN SUCH ORDER AS

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Deed of Trust, continued

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TRUSTEE MAY DETERMINE. TRUSTEE MAY POSTPONE SALE OF ALL OR ANY PARCEL OF THE PROPERTY BY PUBLIC ANNOUNCEMENT AT THE TIME AND PLACE OF ANY PREVIOUSLY SCHEDULED SALE. WE OR OUR DESIGNEE MAY PURCHASE THE PROPERTY AT ANY SALE.

TRUSTEE SHALL DELIVER TO THE PURCHASER TRUSTEE'S DEED CONVEYING THE PROPERTY SOLD WITHOUT ANY COVENANT OR WARRANTY, EXPRESSED OR IMPLIED. THE RECITALS IN THE TRUSTEE'S DEED SHALL BE PRIMA FACIE EVIDENCE OF THE TRUTH OF THE STATEMENTS THEREIN. TRUSTEE SHALL APPLY THE PROCEEDS OF THE SALE IN THE FOLLOWING ORDER: (A) TO ALL COSTS AND EXPENSES OF THE SALE, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE; (B) TO ALL SUMS SECURED BY THIS DEED OF TRUST; AND (C) THE EXCESS, IF ANY, TO THE PERSON OR PERSONS LEGALLY ENTITLED THERETO.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR DEED OF TRUST OR MORTGAGE

We and You request the holder of any encumbrance with a lien which has priority over this Deed of Trust give notice to Us at Our address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

THIS INSTRUMENT WAS PREPARED BY:
NILESH MENON
Citibank
P.O. Box 790017, MS 221
St. Louis, MO 63179

WHEN RECORDED RETURN TO:
Trust Union Settlement Solutions
5300 Brandywine Parkway
Suite 100
Wilmington, DE 19803
O'Fallon, MO 63366

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EXHIBIT A
LEGAL DESCRIPTION

ALL THAT LOT OF GROUND SITUATE IN MONTGOMERY COUNTY, STATE OF MARYLAND, DESCRIBED AS: LOT NUMBERED TWENTY-ONE (21) IN BLOCK NUMBERED SIX (6) IN THE SUBDIVISION KNOWN AS FALCONHURST AS PER PLAT THEREOF RECORDED IN PLAT BOOK 121 AT PLAT NO. 14212, AMONG THE LAND RECORDS FOR MONTGOMERY COUNTY, MARYLAND.

Case Informations

Application No :27535-02-MD-CITI

Borrower Name : JENNIFER DOUGLAS

Requested Address : 9731 SORREL Avenue,

Requested City & State : POTOMAC MD-208544732

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Certificate Of Preparation

The undersigned hereby certifies that the above named instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland ☐ or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland ☐ ; or by one of the parties named in the instrument ☒

Name: Christine E. Gabla
Christine E Gabla

Title: Settlement Processor
Citibank, F.S.B.

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State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery

Information provided is for the use of the Clerk's Office, Tax Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Clerk's Use Only — Tax Exemption Code

1 Type(s) of Instruments — ☐ Check Box if addendum Intake Form is Attached. ☐ Deed ☒ Deed of Trust ☐ Mortgage ☐ Lease ☐ Other ☐ Other

2 Conveyance Type Check Box — ☐ Improved Sale Arms-Length [1] ☐ Unimproved Sale Arms-Length [2] ☐ Multiple Accounts Arms-Length [3] ☐ Not an Arms-Length Sale [9]

3 Tax Exemptions (if Applicable) Cite or Explain Authority — Recordation; State/Transfer; County Transfer

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only: Transfer and Recordation Tax Consideration
Purchase Price/Consideration	$	
Any New Mortgage	$ 400,000.00	Transfer Tax Consideration $
Balance of Existing Mortgage	$	X 1.5% = $
Other:	$	Less Exemption Amount $
		Total Transfer Tax $
Other:	$	Recordation Tax Consideration $
		X 1 per $500 = $
Full Cash Value	$	TOTAL DUE $

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 40.00	$
Surcharge	$	$
State Recordation Tax	$ 2,760.00	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent: The Bill Firm; Credit Card; Mail; Pick Up; Tax/Title Office

6 Description of Property — SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District | Property Tax ID No. (1) 2278403 | Grantor Liber/Folio | Map | Parcel No. | Ver/LDG ☐ (5)

Subdivision Name | Lot (3a) | Block (3b) | Sec/AR (3c) | Plat Ref. | Sq Ft/Acreage (4)

Location/Address of Property Being Conveyed (3): 9731 Sorrel Ave. Potomac, MD 20854

Other Property Identifiers (if applicable) | Water Meter Account No.

Residential ☐ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ | Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of Sq Ft/Acreage Transferred.

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 - Grantor(s) Name(s): Jennifer R. Douglas | Doc. 2 - Grantor(s) Name(s)

Doc. 1 - Owner(s) of Record, if Different from Grantor(s) | Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s): R. George Gallman, Thomas W. Gibbons | Doc. 2 - Grantee(s) Name(s)

New Owner's (Grantee(s) Mailing Address

9 Other Names to Be Indexed

Doc. 1 - Additional Names to Be Indexed (Optional): Lenbrook Est. | Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information

(Instrument Submitted By or Contact Person to Call if Questions Arise)

Name: TransUnion Settlement Solutions

Firm: 5300 Brandywine Parkway

Address: Suite 100 Wilmington, DE 19803

Phone: ( )

☐ Return to Contact Person ☐ Hold for Pickup ☐ Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information: ☐ Yes ☐ No Will the property being conveyed be the grantee's principal residence? ☐ Yes ☐ No Does transfer include personal property? If yes, identify: ☐ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only — Do Not Write Below This Line

Tentative Verification | Approved Verification | Tax Exemption | Date Recorded | Deed Reference | Assessed Property No.

Liber | Folio | Date Recorded | Grantor | Grantee | Map | Parcel | Sub-Div | Block | Lot | Section | Plat Ref.

Distribution: White - County Office; Canary - SDAT; Pink - Office of Finance; Goldenrod - Preparer

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EQUITY SOURCE ACCOUNT® AGREEMENT AND DISCLOSURE

Account No.: 7707591587

Borrower(s): JENNIFER E. DOUGLAS

Property Address: 9731 SORREL AVE, POTOMAC, MD 208544732 (the "Property")

Credit Limit:	$400,000.00
Index:	4.000%

Initial Pricing Only Applies to Qualified Borrowers Who Complete and Sign the Citibank Auto Deduct Agreement and Authorization for Equity Source Accounts.	
Initial Margin (if applicable):	-1.010%
Initial Daily Periodic Rate (if applicable):	0.008192%
Initial ANNUAL PERCENTAGE RATE (if applicable): (The Initial Annual Percentage Rate will vary as the Index varies)	2.990% (Index + the Initial Margin)
Date the Initial Margin Ends and the Margin Begins (if applicable):	08/01/2004

	Preferred Pricing If average daily balance is $25,000.00 or more	Standard Pricing If average daily balance is less than $25,000.00
Margin:	0.250%	0.750%
Daily Periodic Rate:	0.011644%	0.013014%
ANNUAL PERCENTAGE RATE: (The Annual Percentage Rate will vary as the Index varies)	4.250% (Index + the Margin)	4.750% (Index + the Margin)
Citibank Auto Deduct Pricing (ANNUAL PERCENTAGE RATE minus 0.25%)	4.000%	4.500%

Citibank Auto Deduct Pricing - In order to receive Citibank Auto Deduct Pricing, Borrower(s) must complete and sign the Citibank Auto Deduct Agreement and Authorization for Equity Source Accounts. Citibank Auto Deduct Pricing is not available during any Initial Pricing Period.

(Please initial the appropriate box)

I agree to use Citibank Auto Deduct JD	I do not wish to use Citibank Auto Deduct _____

Closing Costs, Paid by Citibank*

Appraisal Fee:	$85.00	**Recording Fees:**	$40.00
Credit Report Fee:	$2.00	**City/County Tax/Stamps:**	$2,760.00
Flood Certification Fee (Finance Charge):	$4.25	**State Tax/Stamps:**	$0.00
Settlement or Closing Fee (Finance Charge):	$300.00	**Intangible Tax:**	$0.00
Abstract or Title Search Fee:	$125.00	**Document Stamp Tax:**	$0.00
Title Examination Fee:	$0.00	**Mortgage Registration Tax:**	$0.00
Title Insurance Binder:	$0.00	**Tax Certificate Fee:**	$0.00
Document Preparation:	$0.00	**Mortgage Taxes: Borrower Portion**	$0.00
Overnight/Postage Fee (Finance Charge):	$0.00	**Lender's Portion**	$0.00

Total Closing Costs: $ 3,316.25

***These charges are paid outside of the closing by Lender. However, if your loan is terminated within the first 36 months, with the exception of the Lender's Portion of the Mortgage Taxes and the Document Preparation Fee, you will be required to repay us all of these closing costs incurred on your behalf.**

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1068

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EQUITY SOURCE ACCOUNT® AGREEMENT AND DISCLOSURE

1. **DEFINITIONS:** As used herein:

   a) "Account" means the Equity Source Account opened under the Agreement.

   b) "Agreement" means this Equity Source Account Agreement and Disclosure together with any modifications, amendments, replacements or substitutions thereto.

   c) "Citibank" means Citibank, F.S.B. also known as Citibank, Federal Savings Bank.

   d) "Credit Limit" means the maximum aggregate amount of the Loan Advances that may be outstanding at any given time pursuant to the Agreement.

   e) "Draw Period" means the ten years and 25 days from the date of the Agreement during which Loan Advances may be made.

   f) "Index" means the Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* from time to time.

   g) "Initial Pricing" means that your Agreement has an Initial Margin, Initial Daily Periodic Rate, and an Initial Annual Percentage Rate. Initial Pricing will only apply to qualified Borrowers who complete and sign the Citibank Auto Deduct Agreement and Authorization for Equity Source Accounts.

   h) "Initial Pricing Period" only applies to Accounts with Initial Pricing, and means the period of time from the date of the Agreement until the Date the Initial Margin Ends and the Margin Begins as disclosed on Page 1.

   i) "Loan Advances" means amounts drawn on your Account pursuant to the Agreement by Equity Source Account checks, or in any other way Citibank allows, and advances by Citibank pursuant to the Agreement or Mortgage to protect the Property or Citibank's security interest in the Property, including but not limited to advances to maintain required insurance on the Property or to pay taxes on the Property.

   j) "Mortgage" means the mortgage, deed of trust, deed to secure debt or cooperative security agreement which covers the Property which secures the Agreement.

   k) "Property" means the property described in the Mortgage which secures the Agreement.

   l) "Repayment Period" means the twenty years immediately following the Draw Period during which Loan Advances may not be made.

   m) "You," "Your" and "Yours," whether or not the first letter of the word is capitalized, means each person who signs below as Borrower, jointly and severally.

Certain other terms are defined elsewhere in this Agreement.

2. **PROMISE TO PAY:** You promise to pay to Citibank the total of all Closing Costs (if indicated on Page 1 that Closing Costs are paid by Borrower), all Loan Advances, together with Finance Charges at the applicable daily periodic rate, and any other fees, charges or other Finance Charges, all as provided for in the Agreement.

3. **HOW FINANCE CHARGES DUE TO DAILY PERIODIC RATE ARE IMPOSED AND DETERMINED:**

   a) Finance Charges on Loan Advances at the applicable Daily Periodic Rate begin to accrue on the date the Loan Advance is posted to your Account. There is no grace period for repayment of your balance during which Finance Charges will not accrue. If there are any other Finance Charges payable under the Agreement, they will be dollar amounts itemized herein as Finance Charges.

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EQUITY SOURCE ACCOUNT® AGREEMENT AND DISCLOSURE

b) The appropriate Margin is added to the Index to determine the Annual Percentage Rate, which will be divided by 365 (366 in leap years) to determine the Daily Periodic Rate which will be applied to the balance on which the Finance Charge will be computed during your monthly billing cycle.

(i) If your Account has Initial Pricing, during any Initial Pricing Period, the margin added to the Index will be the Initial Margin disclosed on Page 1.

(ii) During the Draw Period - If your average daily balance is **$25,000.00** or more at the end of a billing cycle, and you have made all payments due under the terms of the Agreement, the margin added to the Index will be the margin disclosed on Page 1 in the column titled "Preferred Pricing." If your average daily balance is less than **$25,000.00** at the end of the billing cycle, or if your average daily balance is **$25,000.00** or more and you have failed to make all payments due under the terms of the Agreement, the margin added to the Index will be the margin disclosed on Page 1 in the column titled "Standard Pricing."

(iii) During the Repayment Period - The margin added to the Index will be the margin in effect (either the Preferred Margin or the Standard Margin) during your last billing cycle of the Draw Period, as indicated in your last monthly statement of the Draw Period.

c) If your Account has Initial Pricing:

(i) The Initial Margin disclosed on Page 1 will be in effect for the Initial Pricing Period.

(ii) The Initial Annual Percentage Rate will be in effect from the date of the Agreement and can change on the first day of your next monthly billing cycle. Thereafter the Annual Percentage Rate can change on the first day of each following monthly billing cycle.

(iii) On the Date the Initial Margin Ends and the Margin Begins and thereafter, at the end of each billing cycle your margin will be determined according to paragraphs 3b(ii) and 3b(iii) above.

d) If your Account does not have Initial Pricing:

(i) The Margin disclosed on Page 1 in the column titled "Preferred Pricing" will be in effect from the date of the Agreement for the first billing cycle.

(ii) The Annual Percentage Rate in the column titled "Preferred Pricing" will be in effect from the date of the Agreement for the first billing cycle. Thereafter, at the end of each billing cycle, your margin will be determined according to paragraphs 3b(ii) and 3b(iii) above.

e) The Index used for a billing cycle will be the most recent Index rate published on or before the first day of the month in which the billing cycle begins.

f) The Annual Percentage Rate does not include costs other than interest. Any increase in the Annual Percentage Rate will result in an increase in the minimum monthly payment. The **ANNUAL PERCENTAGE RATE** will not exceed 18%, no matter how much the Index increases.

g) Citibank Auto Deduct. In the event you have authorized Citibank to pay the minimum monthly payment on your Account automatically from your Citibank checking, or other authorized account, then following any Initial Pricing Period (if applicable), as long as you have made all payments due under the terms of the Agreement, you will receive Citibank Auto Deduct Pricing as disclosed on Page 1. This pricing will remain in effect as long as you are enrolled in the Citibank Auto Deduct Service and make all payments due under the terms of the Agreement. If your enrollment in the Citibank Auto Deduct Service is terminated for any reason, or if you fail to make any payments due under the terms of the Agreement, you will no longer receive Citibank Auto Deduct Pricing and your Annual Percentage Rate will no longer be reduced as indicated on Page 1. Assuming the same outstanding balance, your minimum monthly payment will increase. Citibank may terminate your enrollment in the Citibank Auto Deduct Service for the reasons specified in your Citibank Auto Deduct Agreement and Authorization for Equity Source Accounts. Citibank Auto Deduct Pricing does not apply during any Initial Pricing Period.

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EQUITY SOURCE ACCOUNT® AGREEMENT AND DISCLOSURE

h) You will be sent statements on a monthly cycle which will reflect your Account activity and any amounts you owe Citibank.

i) The amount of the Finance Charge in your statements will be calculated by multiplying the daily periodic rate for the day by the daily balance for your Account at the end of each day in the monthly billing cycle. To determine the daily balance we take the beginning balance of your Account each day, add any new Loan Advances and other charges, and subtract any payments and credits. Late Fees, credit life insurance, if any, and unpaid Finance Charges will not be counted as part of the daily balance for purposes of calculating the Finance Charge.

4. **FINANCE CHARGES NOT DUE TO DAILY PERIODIC RATE; CLOSING COSTS:**

a) If you retained a mortgage broker, the amount of the mortgage broker fee, if any, is a Finance Charge. The amount of the mortgage broker fee is determined by your agreement with your mortgage broker and is not required by Citibank or paid by Citibank.

b) If you agreed to pay the Closing Costs for your Account, your Closing Costs include Finance Charges in the amounts disclosed on Page 1 of the Agreement for the cost of flood and tax certifications, overnight courier fees, and the cost charged by Citibank's attorneys or closing agents to conduct the closing for your Account.

5. **OTHER CHARGES:** These are charges other than Finance Charges. These charges are not counted as part of your daily unpaid balance of Loan Advances for purposes of computing Finance Charges:

a) Late Fee. If Citibank does not receive the full amount of any monthly payment due within 15 calendar days of the due date, you will be charged a Late Fee of $29. However, you will not be charged a Late Fee on an unpaid Late Fee.

b) Overlimit Fee. If there is a Loan Advance which causes your Credit Limit to be exceeded, Citibank will charge you a $29 Overlimit Fee. This charge will not be imposed on more than four transactions a day.

c) Returned Item Fee. If your payment is returned unpaid for any reason, Citibank will charge you a $25 Returned Item Fee.

d) Stop Payment Fee. If you request Citibank to stop payment on one of your Equity Source Account Checks, Citibank will charge you an $8 Stop Payment Fee per request.

e) Early Closure Release Fee. If Citibank pays the Closing Costs to open your Account and, within 36 months of the date of this Agreement, you request that your Account be closed or take any other action which will result in a release of the Mortgage, you agree to pay an Early Closure Release Fee which will consist of all costs Citibank incurred to open your Account. These costs are disclosed as Closing Costs on Page 1. The amount of this fee will be automatically charged to your Account in the same manner as a Loan Advance.

f) Document Research Fee. If, for any purpose other than a billing error inquiry or a tax audit inquiry, you request Citibank to provide copies of Account documents, Citibank may charge you $2 per copy and a $20 per hour Document Research Fee.

g) Other Fees Disclosed in Agreement. Any charges imposed by Citibank in connection with your Account are disclosed above at the beginning of the Agreement.

h) Other Fees Disclosed in Mortgage. You agree to pay any other fees or charges provided for in the Mortgage or otherwise provided for in the Agreement.

i) Fee to Release Prior Lien. You may have to pay a fee to release a prior lien or security interest in the Property.

j) You agree to pay any reasonable costs incurred by Citibank in connection with the enforcement of its rights and remedies under the Agreement and the Mortgage, including, but not limited to, any reasonable attorneys' fees and other collection costs.

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EQUITY SOURCE ACCOUNT® AGREEMENT AND DISCLOSURE

6. **SECURITY INTEREST IN PROPERTY:** As security for the Agreement, you are giving Citibank a security interest in the Property located at the address shown above, which security interest secures all of your obligations under this Agreement and the Mortgage. This Property is more fully described in the Mortgage you will sign along with this Agreement. Collateral which secures other obligations to Citibank may also secure the Agreement.

7. **PAYMENT TERMS:** You agree to pay your monthly payments by the due date shown on your monthly statement. During the Draw Period, you agree to pay a minimum monthly payment, which will be shown on your monthly statement, and which will equal the sum of any past due or over Credit Limit amounts plus accrued and unpaid Finance Charges and other unpaid fees or charges imposed pursuant to the Agreement. Your paying this minimum monthly payment will not reduce the principal balance of Loan Advances which you owe Citibank, except to the extent over Credit Limit amounts are paid. During the Repayment Period, you agree to pay a monthly payment, which will be shown on your monthly statement, and which will equal the Finance Charges that have accrued on the outstanding balance for the billing period, plus principal equal to the greater of $50 or 1/240th of your principal balance of Loan Advances as of the end of the Draw Period, plus the sum of the following amounts when applicable: past due amounts on your Account, amount owing in excess of your Credit Limit, Late Fees and other charges imposed pursuant to the Agreement. On the last payment due date of the Repayment Period, any remaining unpaid amounts owed Citibank will be due and payable. You may prepay your Account in whole or in part at any time without penalty, but if you request that your Account be closed or take any other action which will result in a release of the Mortgage, you may owe an Early Closure Release Fee as provided for in Section 5 above. Loan Advances may not be drawn to make payments on the Account, nor may payments be drawn on business accounts. Citibank may accept late payments or partial payments, even though marked "payment in full," without losing any of Citibank's rights under the Agreement.

8. **TRANSACTION REQUIREMENTS:** You may draw Loan Advances during the Draw Period up to your Credit Limit if your Account has not been closed or suspended or your Credit Limit reduced to where further Loan Advances would not be permitted.

9. **TERMINATION OF ACCOUNT BY CITIBANK:** Citibank may close your Account, and require payment of the outstanding balance in full in a single payment, if:

   a) You fail to meet the repayment terms of the Agreement for any outstanding balance.

   b) There has been fraud or a material misrepresentation by you in connection with the Account.

   c) You take any action or fail to take any action which adversely affects the Property or Citibank's security interest in the Property, including but not limited to: a transfer of title to the Property or sale of the Property without Citibank's written permission; a failure to maintain any required insurance on the Property; failure to pay taxes on the Property; you permit the filing of a lien senior to that held by Citibank; the sole Borrower obligated on the Account dies; the Property is taken through eminent domain; a prior lien-holder forecloses; you commit waste or otherwise destructively use or fail to maintain the Property in a way that adversely affects the Property; there is illegal use of the Property which could subject the Property to seizure; one of two Co-Borrowers dies and Citibank's security is thereby adversely affected; or you move out of the Property and Citibank's security is thereby adversely affected.

   d) You are or become an "executive officer" of Citibank as defined in Federal Reserve Board Regulation O and Citibank determines to require payment in full to comply with federal regulation.

In addition to the foregoing, Citibank shall have the right to exercise any and all of it rights and remedies allowed by law or as set forth in this Agreement or in the Mortgage, including, but not limited to, the right to bring an action against you and the right to bring a foreclosure action against the Property.

10. **SUSPENSION OF ACCOUNT OR REDUCTION OF CREDIT LIMIT BY CITIBANK:** Citibank may prohibit additional extensions of credit or reduce your Credit Limit during any period in which:

   a) You or any of you request a suspension of the Account or reduction of the Credit Limit.

   b) The maximum Annual Percentage Rate is reached.

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ph44585 on D330-44585-7600 with DISTILLER
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EQUITY SOURCE ACCOUNT® AGREEMENT AND DISCLOSURE

YOUR BILLING RIGHTS (KEEP THIS NOTICE FOR FUTURE USE)

This notice contains important information about your rights and Citibank's responsibilities under the Fair Credit Billing Act.

Notify Citibank in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to Citibank on a separate sheet at the address listed on your bill. Write to Citibank as soon as possible. Citibank must hear from you no later than 60 days after Citibank sent you the first bill on which the error or problem appeared. You can telephone Citibank, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized Citibank to pay your Equity Source Account bill automatically from your checking or other authorized account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach Citibank three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND CITIBANK'S RESPONSIBILITIES AFTER CITIBANK RECEIVES YOUR WRITTEN NOTICE

Citibank must acknowledge your letter within 30 days, unless Citibank has corrected the error by then. Within 90 days, Citibank must either correct the error or explain why Citibank believes the bill was correct.

After Citibank receives your letter, Citibank cannot try to collect any amount you question, or report you as delinquent. Citibank can continue to bill you for the amount you question, including finance charges, and Citibank can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Citibank is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Citibank finds that Citibank made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Citibank did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Citibank will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Citibank thinks you owe, Citibank may report you as delinquent. However, if Citibank's explanation does not satisfy you and you write to Citibank within ten days telling Citibank that you still refuse to pay, Citibank must tell anyone Citibank reports you to that you have a question about your bill. And, Citibank must tell you the name of anyone Citibank reported you to. Citibank must tell anyone Citibank reports you to that the matter has been settled between you and Citibank when it finally is.

If Citibank does not follow these rules, Citibank cannot collect the first $50 of the questioned amount, even if your bill was correct.

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CITIBANK AUTO DEDUCT AGREEMENT AND AUTHORIZATION FOR EQUITY SOURCE ACCOUNTS

Citibank, N.A., Citibank, F.S.B., or Citibank (West), FSB (each "Citibank") as applicable, is offering you the convenience of making payments using pre-authorized payments from a checking or savings account. In consideration of your voluntary election to make these automatic payments, Citibank agrees to offer you 1) initial introductory pricing (if available, and if you are eligible) and after any initial introductory pricing period (if applicable), 2) to offer you a ¼ of 1% reduction in your Annual Percentage Rate (APR). These price discounts are reflected as the "Citibank Auto Deduct" pricing disclosed on your Equity Source Account Agreement and Disclosure, and will only be available to you if Citibank Auto Deduct is from a Citibank Account and if you have made all payments due under the terms of your Equity Source Account Agreement and Disclosure.

The price discounts will remain in effect so long as you are enrolled for the auto-deduct service, make all payments due under the terms of your Equity Source Account Agreement and Disclosure, and comply with all of the terms and conditions of the service. If your enrollment is terminated for any reason, or if you fail to make all payments due under the terms of your Equity Source Account Agreement and Disclosure, you will no longer receive Citibank Auto Deduct Pricing.

Terms and Conditions for Citibank Auto Deduct
Your payment will be made automatically on your current due date from your designated Citibank account. If your due date falls on a weekend or holiday, your payment will be deducted on the last business day before your due date. If there are insufficient funds in the account, we may debit your account for the payment when sufficient funds are available. Your payment will be made automatically at the minimum payment due amount, as indicated on your loan statement.

Payments will be listed on your Citibank Checking, Savings, or Money Market Account statement, to help with record keeping. Even after signing up for Citibank Auto Deduct, continue to make payments with your statement until Citibank Auto Deduct is in place for your account, and until you see the deduction on your Checking, Savings or Money Market Account statement.

Citibank reserves the right to terminate this Agreement if there are insufficient funds in your Citibank account for any three consecutive scheduled debits or if any payment is 60 days in arrears. Citibank also reserves the right to change the terms and conditions of this Agreement after 21 days prior notice to you.

Authorization
By signing below, you authorize Citibank, N.A., Citibank, F.S.B., or Citibank (West), FSB to initiate withdrawals from your Citibank Checking, Money Market, or Savings Account for payment of the minimum payment due, as specified on your loan statements, for your Equity Source Account Agreement and Disclosure (loan Account number listed below). If there are insufficient funds in the account, you understand that Citibank may debit your account when sufficient funds are available.

Name: JENNIFER DOUGLAS
Address:
9731 Sorrel Ave Potomac
MD 20854

Account Type: [✓] Checking [ ] Money Market [ ] Savings
Account Number: 1209003581
Routing Number: 052002166

Jennifer Douglas
Authorized Signature Date

Authorized Signature Date

Loan A

JENNIFER DOUGLAS
9731 SORREL AVE.
POTOMAC, MD 20854-4732

7-216/520 726 2046
Date

In add... ...e account
numbe...

Pay to the order of $

VOID

Dollars

citibank

CITIBANK, F.S.B.
P.O. BOX 10587
WASHINGTON, DC 20036-0587

Memo

CBN-H... Revised 01/23/2004
DOUGL... 104012201490000

⑆052002166⑆ ⑈1209003581⑈ 2046

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ph44585 on D330-44585-7600 with DISTILLER

568402.258

Jennifer Douglas Account Payment History
ACCT NO: 770707591587

YEAR 2004

	Date	Transaction	Amount
APRIL			
	04/26/04	Advance	$10,000.00
	04/26/04	Advance	$40,000.00
	04/27/04	Advance	$9,133.00
	04/28/04	Advance	$100,000.00
MAY			
	05/26/04	Payment	$47.91
JUNE			
	06/09/04	Advance	$50,000.00
	06/28/04	Payment	$403.00
JULY			
	07/09/04	Advance	$50,000.00
	07/14/04	Advance	$12,250.48
	07/15/04	Advance	$50,000.00
	07/26/04	Payment	$349.78
AUGUST			
	08/09/04	Advance	$50,000.00
	08/26/04	Payment	$508.43
SEPTEMBER			
	09/02/04	Advance	$33,700.00
	09/15/04	Payment	$40,000.00
	09/27/04	Payment	$943.48
OCTOBER			
	10/19/04	Advance	$47,000.00
	10/26/04	Payment	$1,117.63
NOVEMBER			
	11/05/04	Advance	$7,000.00
	11/08/04	Advance	$30,000.00
	11/26/04	Payment	$1,226.25
DECEMBER			
	12/27/04	Payment	$1,406.11

YEAR 2005

	Date	Transaction	Amount
JANUARY			
	01/07/05	Payment	$10,000.00
	01/26/05	Payment	$1,563.06
FEBRUARY			
	02/09/05	Payment	$41,589.83
	02/28/05	Payment	$1,537.16
MARCH			
	03/14/05	Payment	$50,000.00
	03/28/05	Payment	$1,330.72
APRIL			
	04/12/05	Payment	$30,000.00
	04/26/05	Payment	$1,350.27
MAY			
	05/12/05	Payment	$3,177.37
	05/26/05	Payment	$1,177.37
JUNE			
	06/06/05	Advance	$10,000.00
	06/06/05	Advance	$20,000.00
	06/24/05	Payment	$1,152.39
	06/30/05	Advance	$15,000.00

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1071

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	Date	Transaction	Amount
	06/30/05	Advance	$20,000.00
JULY			
	07/26/05	Payment	$1,284.57
AUGUST			
	08/01/05	Advance	$20,000.00
	08/01/05	Advance	$20,000.00
	08/26/05	Payment	$1,588.83
SEPTEMBER			
	09/01/05	Advance	$10,000.00
	09/26/05	Payment	$1,801.16
OCTOBER			
	10/26/05	Payment	$1,866.21
NOVEMBER			
	11/25/05	Payment	$1,928.41
	11/30/05	Advance	$5,000.00
	11/30/05	Advance	$10,000.00
DECEMBER			
	12/06/05	Payment	$25,000.00
	12/20/05	Payment	$20,000.00
	12/20/05	Advance	$20,000.00
	12/23/05	Payment	$1,940.76

YEAR 2006

	Date	Transaction	Amount
JANUARY			
	01/12/06	Payment	$8,000.00
	01/26/06	Payment	$2,089.21
FEBRUARY			
	02/08/06	Advance	$20,000.00
	02/13/06	Advance	$15,000.00
	02/24/06	Payment	$2,033.84
MARCH			
	03/07/06	Payment	$30,000.00
	03/24/06	Payment	$2,082.09
APRIL			
	04/05/06	Payment	$20,000.00
	04/26/06	Payment	$2,231.13
MAY			
	05/23/06	Payment	$10,000.00
	05/26/06	Payment	$2,019.11
JUNE			
	06/07/06	Payment	$16,362.41
	06/26/06	Payment	$2,078.10
JULY			
	07/11/06	Payment	$10,000.00
	07/26/06	Payment	$1,982.74
AUGUST			
	08/04/06	Payment	$50,000.00
	08/04/06	Payment	$50,000.00
	08/22/06	Advance	$100,000.00
	08/25/06	Payment	$1,978.15
SEPTEMBER			
	09/26/06	Payment	$2,246.06
	09/29/06	Advance	$10,000.00
OCTOBER			
	10/03/06	Advance	$3,000.00

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	Date	Transaction	Amount
	10/06/06	Payment	$10,000.00
	10/26/06	Payment	$2,628.38
NOVEMBER			
	11/24/06	Payment	$2,754.17
DECEMBER			
	12/26/06	Payment	$2,644.20

YEAR 2007

	Date	Transaction	Amount
JANUARY			
	01/26/07	Payment	$2,732.34
	01/31/07	Payment	$10,000.00
FEBRUARY			
	02/26/07	Payment	$2,730.09
MARCH			
	03/26/07	Payment	$2,404.63
APRIL			
	04/03/07	Payment	$14,000.00
	04/26/08	Payment	$2,662.38
MAY			
	05/25/07	Payment	$2,501.63
	05/25/07	Advance	$30,000.00
JUNE			
	06/04/07	Payment	$50,000.00
	06/07/07	Advance	$10,000.00
	06/07/07	Advance	$15,000.00
	06/25/07	Payment	$985.00
JULY			
	07/13/07	Late Charge	$29.00
	07/16/07	Payment	$3,000.00
	07/20/07	Payment	$4,108.11
AUGUST			
	08/02/07	Payment	$2,481.46
	08/31/07	Payment	$2,481.00
SEPTEMBER			
	09/26/08	Payment	$3,000.00
OCTOBER			
	10/12/07	Payment	$3,000.00
NOVEMBER			
	11/15/07	Payment	$3,000.00
DECEMBER			
	12/19/07	Payment	$3,000.00

YEAR 2008

	Date	Transaction	Amount
JANUARY			
	01/14/08	Payment	$3,000.00

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	Date	Transaction	Amount
	01/17/08	Payment	$2,245.00
FEBRUARY			
MARCH			
	03/05/08	Payment	$2,316.89
	03/28/08	Payment	$4,010.03
APRIL			
	04/25/08	Payment	$4,010.00
MAY			
	05/28/08	Payment	$3,426.00
JUNE			
	06/10/08	Payment	$3,426.00
JULY			
	07/16/08	Payment	$3,426.00
AUGUST			
	08/12/08	Payment	$3,426.00
SEPTEMBER			
	09/05/08	Payment	$3,425.26
OCTOBER			
	10/07/08	Payment	$3,425.26
NOVEMBER			
	11/10/08	Payment	$3,425.26
DECEMBER			
	12/10/08	Payment	$1,477.35

YEAR 2009

	Date	Transaction	Amount
JANUARY			
FEBRUARY			
	02/19/09	Final Payment	$345,171.49

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= Redacted by the Permanent Subcommittee on Investigations

MERCHANT CARD SERVICES APPLICATION

#2674

citi

FOR OFFICE USE ONLY

Agent: K. Setzer | Assoc.: 918699 | MID NUMBER: [redacted]

SIC: 8398 | Sales Rep.: 1177

Chain:

V NUMBER: [redacted]

BUSINESS NAME(S)

DBA/Business Name: GEDE FOUNDATION

Physical (DBA) Address: 1825 EYE STREET, NW, SUITE 400

City, State, Zip: WASHINGTON, D.C. 20006

Business Legal Name: GEDE FOUNDATION, INC.

Mailing/Billing Address: 1825 EYE STREET, NW, SUITE 400

City, State, Zip: WASHINGTON, D.C. 20006

Primary Training Contact: ☐ Mr. ☐ Mrs. ☑ Ms. CYNTHIA J. TICAO

Primary Contact Phone: (202) [redacted]

Primary Fax Number: (202) 833-2671

Secondary Phone: (202) [redacted]

BUSINESS PROFILE

Business Open Date: FEB. 11, 2002

Length of Current Ownership: 2 MONTHS

# of Locations: 1

Annual MasterCard/Visa* Volume ($): 75,000

Average Ticket ($): 500

Type of Business (Check all that apply): ☐ Retail ☐ Wholesale ☐ Restaurant ☐ Lodging ☐ Mail Order ☐ Telephone Order ☑ Internet URL:

Type of Goods/Services Sold: DONATIONS

Customer Service Telephone #, if Applicable: NA

E-mail Address, if Applicable:

Current Processor, if Applicable: ☐ Yes: ☐ No

Reason for Changing Processor:

Implementation Target Date: ASAP

Seasonal Sales: ☐ Yes ☑ No

High Volume Months:

Method of Sale:

Card Swiped ____ %

Card Keyed Manually 100 %

TOTAL 100%

Sales to Direct Consumer ____ %

Business to Business ____ %

TOTAL 100%

BUSINESS DEPOSIT AND REFUND POLICY

Do You Require Customer Deposits? ☐ Yes ☑ No

If Yes, # of Weeks Until Product or Service is Delivered: ____

If Yes, Percent Required: ____ %

What Percentage of Your Overall Credit Card Sales Requires a Deposit? ____ %

Do You Have a Refund Policy for MasterCard/Visa Sales? ☐ Yes ☑ No

If Yes, Indicate Refund Policy: ☐ Exchange ☐ Store Credit ☐ MasterCard/Visa Credit

MasterCard/Visa Credit Issued Within: ☐ 0-3 Days ☐ 4-7 Days

OWNERSHIP INFORMATION

MUST REPORT OWNERSHIP TOTALLING 51% OR MORE

Ownership Type: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ LLC ☐ Other NONPROFIT

Federal Tax ID # [redacted]

Owner 1/Partner/Officer Name: JENNIFER DOUGLAS-ABUBAKAR

Title in Business: PRESIDENT + FOUNDER

Equity Ownership: ____ %

Social Security #: [redacted]

Home Address: 9731 SORREL AVE.

City, State, Zip: POTOMAC, MD 20854

Phone Number: (301) [redacted]

Owner 2/Partner/Officer Name:

Title in Business:

Equity Ownership: ____ %

Social Security #:

Home Address:

City, State, Zip:

Phone Number: ( )

MERCHANT REFERENCES

Principal Bank Name: CITIBANK

Contact: NIKKI LODHA

Phone Number: (301) 365-6160

Account #:

Length of Time at Principal Bank: 3 MONTHS

Do You Have a Credit/Loan Relationship? ☐ Yes ☐ No

Type:

Trade Reference 1 Name:

Contact:

Phone Number: ( )

Account #:

Trade Reference 2 Name:

Contact:

Phone Number: ( )

Account #:

OTHER CARDS TO BE ACCEPTED

American Express* #: [redacted] #: n/s

Diners Club* #: n/s

Debit: ☐ Yes ☐ No Network(s): ☐ Cash Station* ☐ HONOR* ☐ NYCE* ☐ STAR* ☐ Interlink* ☐ Other:

Check Service: ☐ Yes ☐ No If Yes, Service Provider:

Cucuro Payment Services, Inc. • 8430 W. Bryn Mawr Ave. • Chicago, IL 60631

2002

Page 1 of 4

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1074

B 00001440

ph44585 on D330-44585-7600 with DISTILLER

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PRICING SCHEDULE

You agree to pay CPSI on each Sales Draft purchased by CPSI the following Discount Percentages and other fees and charges as stated below. The Discount Percentage(s) stated are based on your annual Card sales volume and average ticket size. Your annual MasterCard/Visa volume is estimated to be $ 75K and your average ticket size is estimated to be $ 500. If Card sales volume or average ticket size varies from the above figure, CPSI retains the right to adjust the Discount Percentage(s) and fees accordingly. Only one of the following pricing sections applies in addition to the Other Fees section. This pricing offer is good for 30 days from 4-24-02. You agree to pay CPSI a minimum of $25.00 per month, per Merchant Identification Number (MID) in discount fees.

RETAIL ELECTRONIC TRANSACTIONS RATES

MasterCard Discount Percentage of ____%
Visa Discount Percentage of ____%
Diners Club Discount Percentage of ____%
Debit Card Discount Percentage of ____%
Debit Card Per Item Fee of $ ____

Non-Qualified Transactions consist of but are not limited to:
- Transactions sent more than 24 hours after authorizations
- Transactions with more than one authorization
- Transactions that are keyed into the terminal
- Transactions using voice authorizations
- Transactions using Corporate Cards

Other MasterCard and Visa Fees:
Add: Mid-Qualified Transactions Discount Percentage of +____%
Add: Non-Qualified Transactions Discount Percentage of +____%

MAIL ORDER/PHONE ORDER/INTERNET TRANSACTIONS RATES

MasterCard Discount Percentage of 2.72 %
Visa Discount Percentage of 2.72 %
Diners Club Discount Percentage of ____%
Debit Card Discount Percentage of ____%
Debit Card Per Item Fee of $ .65

Non-Qualified Transactions consist of but are not limited to:
- Transactions sent more than 24 hours after authorizations
- Transactions with more than one authorization
- Transactions that are keyed into the terminal/computer without using Address Verification and Invoice # data
- Transactions on Foreign Cards
- Transactions using voice authorizations
- Transactions using Corporate Cards

Other MasterCard and Visa Fees:
Add: Mid-Qualified Transactions Discount Percentage of + N/A %
Add: Non-Qualified Transactions Discount Percentage of + .80 %

COMMERCIAL CARD TRANSACTIONS RATES

MasterCard Discount Percentage of ____%
Visa Discount Percentage of ____%
Diners Club Discount Percentage of ____%
Debit Card Discount Percentage of ____%
Debit Card Per Item Fee of $ ____

Non-Qualified Transactions consist of but are not limited to:
- Transactions sent more than 24 hours after authorizations
- Transactions with more than one authorization
- Transactions that are keyed into the terminal without required additional data
- Transactions using voice authorizations

Other MasterCard and Visa Fees:
Add: Mid-Qualified Transactions Discount Percentage of +____%
Add: Non-Qualified Transactions Discount Percentage of +____%

HOTEL TRANSACTIONS RATES

MasterCard Discount Percentage of ____%
Visa Discount Percentage of ____%
Diners Club Discount Percentage of ____%
Debit Card Discount Percentage of ____%
Debit Card Per Item Fee of $ ____

Non-Qualified Transactions consist of but are not limited to:
- Transactions sent more than 24 hours after authorizations
- Transactions with more than one authorization
- Transactions that are keyed into the terminal without required additional data
- Transactions using voice authorizations
- Transactions using Corporate Cards

Other MasterCard and Visa Fees:
Add: Mid-Qualified Transactions Discount Percentage of +____%
Add: Non-Qualified Transactions Discount Percentage of +____%

INTERCHANGE AND ASSESSMENT PASS THROUGH PRICING

MasterCard/Visa Interchange and Assessment Fees: ☐ Direct pass through to Merchant (assessment fees and interchange qualification levels will be determined by MasterCard/Visa).

OTHER FEES

Application Fee (non-refundable)	$ 125.00	Set Up Fee	$.
Per Transaction Fee	$ .10 /each	Statement Fee (per MID)	$. /month
Authorization Fee	$ —— /each	Monthly Fee (per MID)	$. /month
Chargeback Fee	$ 25.— /each	Non-Sufficient Funds (NSF) Fee	$ 20.00 /each
Internet Authorization Fee	$ .10 /each	Other:	$. /
Non-Bankcard Fee	$ .20 /each	Other:	$. /
Voice/Telephone Authorization	$ .75 /each	Other:	$. /
Reprogramming Fee	$ 100.—	Other:	$. /

Merchant Name: GEDE FOUNDATION

Sales Rep: ____

GP ☐ Yes ☐ No

7/01 White - Original Copy Yellow - Office Copy Pink - Sales Copy Goldenrod - Customer Copy Page 2 of 2

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EQUIPMENT/SOFTWARE

☐ Lease ☐ Rent ☐ Purchase ☐ Reprogram Existing Equipment

Number of Terminals: _____ Terminal Model: _____ PC Software Name: _____

Number of Printers: _____ Printer Model: _____ Company/Developer: _____

☐ Friction ☐ Sprocket ☐ Thermal

Number of PIN Pads: _____ PIN Pad Model: _____ Internet Payment Service: Verisign

Note: Ensure existing PIN Pad(s) are re-ejected by CPSI.

Number of Imprinters: _____ Dial Access: ☐ None ☐ 9 ☐ Other Telephone Authorization and Capture: ☐ Yes ☐ No

☐ Long Pass ☐ Short Plate Dial Type: ☐ Time ☐ Pulse

Note: Merchant understands that a telephone jack may be needed for their phone system to be compatible with the POS terminal supplied and merchant is responsible for the cost and installation of the jack. Merchant understands that the fixed, dual and portable options are provided by third parties pursuant to separate agreements.

ACCEPTANCE OF AGREEMENT AND ELECTRONIC DEBIT CREDIT AUTHORIZATION

Merchant hereby authorizes CPSI, in accordance with this Agreement, to initiate debit/credit entries to Merchant's deposit account(s), as indicated below for all fees stated in the Pricing Schedule and Other Fees. This authority is to remain in full force and effect until (a) CPSI has received written notification from Merchant of its termination, in such a manner as to afford CPSI reasonable opportunity to act on it and (b) all obligations of Merchant to CPSI that have arisen under this Agreement have been paid in full.

*A voided check from each applicable Business Checking (DDA) account must be attached	Bank Name:		Phone Number: ( )	
	Address:	City:	State:	Zip:
	Transit Number:	DDA Number: (If Dual DDA: This account will be used for Net Deposits)		
	Dual Business Checking: ☐ Yes ☐ No	2nd DDA Number: (Dual DDA: This account will be used for Fee Withdrawals)		

IMPORTANT NOTICE: MERCHANT agrees to the terms and conditions of the Merchant Card Services Agreement. MERCHANT understands that this AGREEMENT shall not take effect until approved by Citicorp Payment Services, Inc. by separate letter sent to you even though a CPSI representative has signed this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

MERCHANT		CITICORP PAYMENT SERVICES, INC.	
Signature: X	Cynthia J. Ticao	Signature: X	Julie Beksinski
Name:	CYNTHIA J TICAO	Name:	JULIE BEKSINSKI Operations Manager Citicorp Payment Services, Inc. 8787 Bayside Rd Jacksonville, FL 32256 (904) 954-2572
Title:	EXECUTIVE DIRECTOR	Title:	
Date:	4-10-02	Date:	

CREDIT CHECK AND PERSONAL GUARANTEE

Credit Check

We as individuals, understand that a consumer report or investigative report may be obtained on me as one of the owners, principals, partners or officers of MERCHANT. We authorize CPSI or any of its agents to investigate my personal references regarding my credit and financial history. We have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

Personal Guarantee

In order to include CPSI to enter into this Agreement, the individuals signing below, personally and unconditionally guarantee the performance of all obligations of the MERCHANT under the Agreement which may be amended from time to time. We jointly and separately promise to pay on demand all sums owed by the MERCHANT to CPSI pursuant to this Agreement. In the event of a default by the MERCHANT, we waive notice of default and any requirements to exhaust remedies against the MERCHANT.

✓ Signature: X	Jennifer Douglas personally	Signature: X	personally
Printed Name:	Jennifer DOUGLAS	Printed Name:	
Date:	4/10/02	Date:	

INTERNAL USE ONLY

Employee Name:	Location Name:	Employee Personnel #:

SITE SURVEY (To be completed by Sales Representative)

Location Type: ☐ Shopping Center ☐ Residence ☐ Office Building ☐ Separate Building ☐ Other: _____

Square Footage: ☐ 0-200 ☐ 201-500 ☐ 501-2000 ☐ 2001 +

Merchant: ☐ Owns ☐ Leases the Business Premises Landlord Name: _____ Landlord Phone: ( )

Is Inventory Sufficient for Business Type: ☐ Yes ☐ No Comments: _____

Is Business Open and Operating: ☐ Yes ☐ No Date of Last Site Visit (Must Be Within Last 3 Months):

If no, what is the estimated start date?

Are MasterCard and Visa Decals Visible: ☐ Yes ☐ No | Any Mail/Telephone Order Sales Activity: ☐ Yes ☐ No | Are Goods and Services Delivered at Time of Sale: ☐ Yes ☐ No

By the signature below, signatory verifies that (i) she/he has physically inspected the Business Premises; and that (ii) the Business appears legitimate; and that (iii) the information stated in this application, including the site survey, is correct to the best of her/his knowledge and is as represented to her/him by MERCHANT.

Sales Rep. Signature: X _____ Printed Name: _____

Sales Organization: _____ Date: _____

10/00

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Memorandum
September 21, 2006

To: Neil Kerwin, Don Myers, Mary Kennard
From: Robert Pastor
Subject: Summary of the AAUN Special Audit Report (s)

The Nigeria audit firm of Tom **Satimehin** and Co was hired by the Founder of ABTI-American University of Nigeria (AAUN) to review the accounts and accounting system of the university. Specifically, the auditors were charged with examining: 1) the significant increase in the amount spent on diesel in the months of June and July 2006; 2) the inflated cost of printing works outsourced to printing presses rather than the AAUN Printing Press; 3) the justification for the 2 million naira ($1 is equivalent to 128 naira) spent on repatriating expatriates at the conclusion of their tenure in Yola; 4) the theft of 300,000 naira in the petty cash at the Finance Department office 5) various alleged gratifications demanded and obtained by the AAUN Bursar, Salisu Mumuda, on several transactions; 6) the accounting and internal control systems at AAUN; and 7) other related issues such as insurance premium payments and the AAUN Bursar's suspension.

It should be noted that the audit itself came about due to the fact that certain allegations of financial impropriety had been leveled against the AAUN Bursar, Salisu. These allegations were considered very seriously by the AAUN Founder.

After conducting an investigation, the auditors issued a report to David Huwiler and the Founder on September 14, 2006. On the issues of the increase in diesel purchases and consumption, the report indicated that over 100,000ltrs of diesel valued at over 11million naira could not be properly accounted for. The report suggested that part or all of the fuel may have been diverted or not supplied to the university. On the outsourcing of printing work, the audit report stated that some of the contracts, when compared to the going market rate for similar jobs, had been inflated by over 3 million naira. Also, the 2 million naira spent on the repatriation of expatriates could not be fully justified.

On the theft of 360,000 naira in petty cash from the Finance Department office, the auditors said that although the management of AAUN might not be able to prevent such theft altogether, adequate precautionary measures had not been put in place to make it difficult for the perpetrators to carry out such an act without being caught. The auditors found that the entire accounting and internal control systems currently in place at AAUN was "deficient and could not support the operation of the University, hence the inability to prepare a Financial Statement for the University."

David Huwiler has since communicated to me by e-mail that he did not have any confidence in the audit report because it was full of errors. According to him, it appeared that the auditors already had an agenda when they arrived at the AAUN campus which they simply put forward in their report, without bothering to interview a number of individuals who were at the center of the investigation, including the AAUN Bursar. Dr. Huwiler also

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informed me of the fact that he and George Peterson, AAUN's Vice President of Finance and Administration, were preparing a detailed response to the audit report.

A second audit report, which I forwarded to you, concluded that there had been "system and procedural lapses rather than plain fraud." It was critical of the lack of administrative practices and of George Peterson's style. David has responded to that report by pointing out the errors and oversights in it.

I have spent much of the day either writing or speaking with Dr. Ajuji Ahmad, the Vice President's Chief of Staff, and David Huwiler. Feelings are running pretty strong, and I am trying to calm things down and getting people to focus on longer-term issues of process and the Board meeting. But a final comment by David – see below – offers a possible exit.

Let me conclude by making two observations. First, it will not be easy to arrive at a definitive conclusion regarding all the charges and rebuttals in the two reports. They should be sent to the Board, but the question is how much time should be devoted to them at the meeting. Secondly, the process by which the issues raised in the report need to be addressed and resolved require great sensitivity given the strong feelings on this issue by David Huwiler and George Peterson on the one hand and the AAUN Founder on the other and, at the same time, new procedures are necessary to ensure effective oversight by the Board and cooperation between the Board and the Administration. .

RP to NK – Summary of Audits – Sept 20 06

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Charles Sgro
General Counsel for
Anti-Money Laundering and
Investigative Services

Citigroup Inc.
399 Park Avenue
3rd Floor
New York, NY 10022

T 212 793 5436
F 212 793 0025
sgroc@citi.com

citi

July 24, 2008

By Hand Delivery

Hon. Carl Levin, Chairman
Permanent Subcommittee on Investigations
Committee on Homeland Security and Governmental Affairs
United States Senate
SR-199 Russell Senate Office Building
Washington, D.C. 20510-6262

Hon. Norman Coleman, Ranking Minority Member
Permanent Subcommittee on Investigations
Committee on Homeland Security and Governmental Affairs
United States Senate
SR-199 Russell Senate Office Building
Washington, D.C. 20510-6262

Dear Chairman Levin and Senator Coleman:

Under the authority of the Permanent Subcommittee on Investigations' ("PSI") June 29, 2007 subpoena (the "Subpoena") directed to Citigroup Inc. ("Citigroup"), enclosed please find documents bearing bates numbers B 00008042 to B 00008785, that are responsive to the Subpoena. Also enclosed is a revised "Identified Matches" spreadsheet (B 00008783 to B 00008785), which contains account information for individuals and entities listed in the Subpoena.

As requested in your cover letter accompanying the Subpoena, Citigroup is producing responsive documents on a rolling basis and may make additional productions.

Pursuant to the request of Subcommittee Staff, below is a chart identifying account opening documentation for accounts held by Jennifer Douglas ("Douglas") at Citigroup. Douglas opened accounts 52096375, 52096382, 62H-07385, her initial banking and brokerage accounts at Citigroup on or about June 28, 2000. The documentation necessary to open subsequent bank accounts ordinarily consists of a signature card. After a diligent search of relevant databases and off-site storage facilities, the signature card for bank account 1209763257 was not located.

Account Number(s)	Account Opening Documentation
52096374, 52096382, 62H-07385	B 00007799 to B 00007814
17581251, 17581366 and 17581278	B 00006884 to B 00006904
1208896250	B 00007957
1208896269	B 00007958

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PSI-Citi-32-0001

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[redacted] = Redacted by the Permanent Subcommittee on Investigations

1209739572	B 00007959
1208993341	B 00007960 to B 00007961
1209003581	B 00007955
1209739556	B 00007956
3007262270273	B 00007815 to B 00007826; B 00007836 to B 00007837
300726227068	B 00007827 to B 00007835; B 00007838 to B 00007839
7707591587	B 00007851 to B 00007954; B 00008046 to B 00008084; B 00008085 to B 00008091
67048556	B 00001433 to B 00001439
232-75087-1-5	B 00001443 to B 00001444
[redacted]	B 00001440 to B 00001442

Citigroup purchased Douglas' credit card accounts [redacted] and [redacted] from Federated Department Stores, Inc., and, as such, does not have account opening documents for those accounts. Finally, Citi is unable to locate account opening documents for credit card accounts [redacted], [redacted], [redacted], and [redacted], which were opened prior to September 17, 2000. Credit card applications submitted prior to that date are stored in unindexed microfiche files.

The documents being produced today contain confidential information, the release of which would have important implications for rights of privacy. Citigroup is producing these documents with the request that they be maintained confidentially under the Senate's Rules.[1]

Sincerely yours,

Charles Sgro KH

Charles Sgro

[1] The documents produced today bear a stamp that reflects the confidential treatment inherent in the Senate's Rules of Procedure. This stamp, bearing the legend "STRICTLY CONFIDENTIAL – NOT FOR CIRCULATION/SUBCOMMITTEE MEMBERS AND STAFF ONLY," was not contained within the original document.

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[redacted] = Redacted by the Permanent Subcommittee on Investigations

February 2, 2003
Jennifer Douglas
CitiGold Account 52096374

 00000/R1/20/F007

Checking

Checking Activity

High Interest Checking 52096374

Date	Description	Amount Subtracted	Amount Added	Balance
1/02/03	Opening Balance			16,908.07
1/09/03	Check # 371	1,600.00		15,308.07
1/13/03	Transfer from IMMA Direct Access Reference # 006964		6,000.00	21,308.07
1/13/03	Fee for Domestic Funds Transfer	12.50		21,295.57
1/13/03	Outgoing Domestic Funds Transfer CBOL WIRE TO STELLA OBIAGELI AKOGU [redacted]	7,000.00		14,295.57
1/14/03	Fee for Domestic Funds Transfer	20.00		14,275.57
1/14/03	Outgoing Domestic Funds Transfer CBOL WIRE TO GUARANTY TRUST BANK PL [redacted]	3,700.00		10,575.57
1/16/03	Transfer from IMMA Direct Access Reference # 000811		9,300.00	19,875.57
1/16/03	Check # 373	8,600.00		11,275.57
1/17/03	Authorized Transfer AMERICAN EXPRESS [redacted]	4,276.37		6,999.20
1/22/03	Check # 374	500.00		6,499.20
1/22/03	Check # 375	500.00		5,999.20
1/22/03	Check # 7098	6,576.64		577.44-
1/23/03	Safety Check Transfer on 01/22		577.44	0.00
1/24/03	Incoming Wire Transfer WIRE FROM JENNIFER DOUGLAS 9731 SORREL AVE P		100,000.00	100,000.00
1/27/03	Transfer on 01/26[1] to IMMA Direct Access Reference # 000171	80,000.00		20,000.00
1/28/03	Check # 377	6,900.00		13,100.00
1/30/03	Incoming Wire Transfer WIRE FROM CHINA CASTLE INVESTMENTS LTD		500,000.00	513,100.00
1/31/03	Interest for 32 days, Rate 1.01%, Annual Percentage Yield 1.01%, Average Balance $80,385.32		71.21	513,171.21
2/02/03	Closing Balance			513,171.21

[1] *Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.*

Checks Paid

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
371	1/09	1,600.00	374	1/22	500.00	377*	1/28	6,900.00	7098*	1/22	6,576.64
373*	1/18	8,600.00	375	1/22	500.00						

*Indicates gap in check number sequence

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1091

568402.270

CITIBANK

BUSINESS & PROFESSIONAL — Corporation General Resolution

Exact Name of Corporation: GEDE FOUNDATION, Inc.

Principal Place of Business:
Address: 1825 I STREE
SUITE 400
WASHINGTON DC 20006

RESOLVED

1. That Citibank (the "Bank") is hereby designated a provider of banking services to this Corporation;
2. That the following Officer(s) Jennifer Douglas Abubakar, Cynthia Ticao (Singly)
(Designate by office OR by name. If two or more are designated, indicate whether they are to sign singly, or any two jointly subject to the terms set forth in Paragraph 4 herein)

   are authorized:

   a) To open deposit accounts at Citibank;

   b) To contract for any services offered by Citibank, including (without limitation) electronic account access and management services;

   c) To submit for deposit and/or collection for the account of this Corporation all checks, drafts, notes or other instruments for the payment of money; and the bank is authorized to accept such instruments, whether or not endorsed by this Corporation, it being understood that each such instrument shall be deemed to be unqualifiedly endorsed by this Corporation;

   d) To make deposits of currency for the account of this Corporation;

   e) To sign checks, drafts or other order with respect to any funds to the credit of this Corporation, including checks, drafts or orders in favor of any officer designated above, and to issue stop payment instructions with reference to any of the above;

   f) To make withdrawals of funds from accounts in the name of this Corporation, and to transfer funds between such accounts, by any means authorized by Citibank, including (without limitation) a debit card, a credit card, a terminal or other electronic or telephone device.
3. That the following Officer(s) Jennifer Douglas Abubakar, Cynthia Ticao (Singly)
(Designate by office OR by name. If two or more are designated, indicate whether they are to sign singly, or any two jointly subject to the terms set forth in Paragraph 4 herein)

   are authorized:

   a) To apply credit, to borrow money with or without security and to access overdraft lines of credit;

   b) To sell or discount instruments, chattel paper and other contracts for the payment of money;

   c) To assign, transfer, pledge or otherwise hypothecate or grant a security interest in any property of this Corporation;

   d) To execute on behalf of this Corporation in favor of Citibank indemnities, endorsements, assignments, receipts and other documents;

   e) To conduct any and all other lawful business with Citibank.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1097

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BUSINESS & PROFESSIONAL — Corporation General Resolution (continued)

4. (Applicable to Companies designating joint signing authority)

That the Corporation acknowledges that the above joint signatory designation is a statement of its own internal policy and not a service offered by Citibank. Further, that the Corporation has been offered Citibank's Business Access ® service which is free banking service software providing the customer with a systemic method of controlling the signature limitation.

That the Corporation agrees that, while Citibank will make a reasonable effort to comply with this limitation, Citibank assumes no responsibility for the payment of a check, draft, or other item drawn on any Corporation account or for any withdrawal from any account which is honored and bears only a single authorized signature of one of the individuals designated above.

5. That officer(s) designated in Paragraph 2 of this Resolution are individually empowered to delegate to other persons the authority to perform transactions with respect to the accounts of this Association, such authority being more particularly described in the bank's form of Delegation of Operating Authority, and to change and revoke such delegations from time to time; that the bank is entitled to rely upon such delegations of authority and to accept instructions from such other persons as being fully authorized by this Corporation.

6. That the bank is authorized to pay any check, draft or other instruments for the payment of money drawn on any account of this Corporation which bears or appears to bear the facsimile signature of _____ (designate by office or by name)

If the facsimile signature, regardless of how or by whom affixed, resembles the specimen facsimile signature filed with Citibank.

7. That this Corporation ratifies and confirms any and all transactions with Citibank made prior to the date of this Resolution.

8. That Citibank (and any interested third party) may rely upon the authority conferred by this Resolution until such time that this Resolution shall have been revoked or modified by a subsequent resolution of the Board of Directors of this Corporation and until a certified copy of such subsequent resolution has been received by Citibank, and Citibank has had a reasonable opportunity to act.

I, the undersigned, Secretary of the above-named Corporation, which is duly organized and existing under law of DC and having its principal place of business at the above-named address, CERTIFY that the above is a true copy of a certain resolution duly adopted by the Board of Directors of the Corporation in accordance with the bylaws at , and recorded in the minutes of, a meeting of the said Board duly held on 2/1/02 (date), and not subsequently rescinded or modified.

I FURTHER CERTIFY that the following now occupy(ies) the respective office(s) designated in the above-quoted resolutions and that the same is (are) duly qualified as such officer(s) and that the specimen(s) of the facsimile signature(s) below is (are) that (those) referred to in the above-quoted resolution.

Names	Titles of Officers Held	Specimen Facsimile Signature (if applicable)
Jennifer Douglas Abubakar	President/Sec	Jennifer Douglas Abubakar
Cynthia Ticao	Executive Director	
Rhonda Benson	Vice-President	

IN WITNESS WHEREOF, I have this day subscribed my name and affixed the seal of the Corporation.

(Corporate Seal)

ATTEST: Cynthia J. Ticao (Officer other than Secretary – state title) Cynthia Ticao

Jennifer Douglas Abubakar (Secretary) 2/1/02 (Date)

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this ***CERTIFICATE OF INCORPORATION*** is hereby issued to:

GEDE FOUNDATION, INC.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **25th** day of **January, 2002**.

David Clark
DIRECTOR

Elizabeth O. Kim
Administrator
Business Regulation Administration

Eldred E J Fornah
Act. Assistant Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

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ARTICLES OF INCORPORATION OF GEDE FOUNDATION, INC.

FILE
JAN 25 2002

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the NON-PROFIT CORPORATION ACT (DC Code, 1981 edition, Title 29, Chapter 5), adopt the following Articles of Incorporation:

FIRST: The name of the corporation is **GEDE FOUNDATION, INC.**

SECOND: The period of its duration is PERPETUAL.

THIRD: The purposes for which the corporation is formed are:

A. The primary purpose and essence of the Corporation are exclusively nonprofit as defined under section 501(c)(3) of the Internal Revenue Code of 1986 as amended (or any corresponding provisions of any future United States Internal Revenue Law or Regulations thereunder);

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B. To establish, promote and manage small to medium-size empowerment grant program aimed at providing financial assistance to qualifying individuals and organizations;

C. To establish, promote and manage college funds for the benefit of qualifying students;

D. To assist in promotion of educational causes, especially with respect to supply of books and other library equipment to qualifying colleges and other institutions of learning;

E. To assist with the provision of program of preventive healthcare and medical services to rural dwellers, particularly with regard to HIV/AIDS and such services shall be provided by qualified and licensed personnel;

F. To assist in the improvement of the state of health and healthcare delivery by:

(i) creating general awareness on health-related issues in both urban and rural communities;
(ii) establishing and managing a program for improved water supply;
(iii) establishing and managing clinics toward improved public access to healthcare; and
(iv) establishing and managing a program for improved nutrition in rural communities;

G. To assist with the provision of care and education for motherless and homeless children;

H. To assist and promote democratization processes and participation in leadership by women and other minorities;

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I. To establish and promote programs for conflict management, conflict resolution and improved understanding and tolerance among different cultures and groups;

J. Consistent with the foregoing, to: (A) organize colloquiums, seminars, symposia, and other activities, and (B) make grants or distributions to individuals in support of programs and activities which have educational, scientific or charitable purposes as well as to organizations that qualify as (or, if not organized in the United States, would qualify as) exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code (or, if not organized in the United States, would qualify as exempt charitable organizations under the laws of their domicile);

K. To receive property by gift, devise or bequest, invest and reinvest the same, and apply the income and principal thereof, as the Board of Directors may from time to time determine;

L. To take any and all actions and to conduct any and all activities as shall from time to time be found appropriate in connection with the foregoing purposes of the Foundation and which are permitted by Section 501(c)(3) of the Internal Revenue Code, as now existing or hereinafter amended. The Foundation may maintain close working relations with any organization or institution in furtherance of any of the foregoing purposes; and

M. To engage in any lawful activity for which corporations may be organized under the Not-For-Profit Corporation Law.

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The foregoing activities and objectives are targeted particularly for developing economies through private and public sector partnerships worldwide.

FOURTH: The corporation shall have members.

FIFTH: The corporation shall have two classes of Members as follows:

(a) Mrs. Jennifer Atiku-Abubakar, who shall be known as "the Founder"; and

(b) Any other person appointed as a Member by the Founder in accordance with the bylaws of the corporation.

SIXTH: The manner in which the Directors shall be elected or appointed shall be provided in the bylaws.

SEVENTH: Provisions for the regulation of the internal affairs of the corporation, including provision for distribution of the assets on dissolution or final liquidation shall be provided in the bylaws.

EIGHT: The address, including street and number of initial registered office of the corporation is:

1825 I Street, N.W., Washington, DC 20006

And the name of the initial registered agent at such address is FRANCIS IWENJIORA.

NINTH: The number of directors constituting the board of directors is 3, and the names and addresses, including street and number and zip code of persons

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who are to serve as directors until the first annual meeting or until their successors are elected and shall qualify are:

(a) Jennifer Atiku-Abubakar
9731 Sorrel Avenue
Potomac, MD 20854

(b) Dayo Keshi
854 W. Paces Ferry Road
Atlanta, GA 30307

(c) Domo Gloria Gbalekuma
25831 Harrison Village
Green Blvd., #106
Harrison Township, MI 48045

TENTH: The name and address, including street and number and zip code, of each incorporator are:

(a) **Jennifer Atiku-Abubakar** Sign: Jennifer Atiku-Abubakar
9731 Sorrel Avenue
Potomac, MD 20854

(b) **Cynthia Ticao** Sign: Cynthia J. Ticao
5201 Randolph Road
Rockville, MD 20852

(c) **Jennifer Estaniel** Sign: Jennifer Estaniel
2122 Decatur Place, N.W., #24

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Washington, DC 20008

DATE: January 24th, 2002

I, Lonna Merriett, a Notary Public, hereby certify that on the 24th day of January, 2002, **Jennifer Atiku-Abubakar, Cynthia Ticao and Jennifer Estaniel** appeared before me and signed the foregoing document as incorporators, and have averred that the statements therein contained are true.

Lonna Merriett

Notary Public

LONNA MERRIETT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 28, 2002

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[redacted] CITIBANK

BUSINESS & PROFESSIONAL Account Opening Form Page 1 of 4

ACCOUNT INFORMATION

Title Account: GEDE FOUNDATION	
Account Address: 1825 I STREET, SUITE 400 NW, WASHINGTON, DC 20006	
Mailing Address (if different):	Business Telephone #: 202-833-2670
Authorized Signer's Name #1: JENNIFER DOUGLAS ABUBAKAR	Home Telephone #: 301-[redacted]
Authorized Signer's Name #2: CYNTHIA J. TICAO	Home Telephone #: 703-[redacted]

Structure or Special Account Type

☐ Corporation	☐ Partnership	☐ Sole Proprietorship	☒ Not-for-Profit	☐ Unincorporated Association
☐ Escrow	☐ Pension Fund	☐ Estate	☐ Trust	☐ IOLTA
Industry / Business Type: Non-Profit		Tax Type: ☒ E or ☐ S	Tax I.D. No.: [redacted]	
Annual Sales: 1 MM	No. of Employees: 6	How long in Business? NEW	Date of Incorporation (if applicable): 1/25/02	

BANK REFERENCES (Provide Business, if applicable)

Business	Bank Name: NEW	Branch Address:	Account No.:
Personal	Bank Name #1: Citibank	Branch Address: Palomar	Account No.: 52096374
	Bank Name #2:	Branch Address:	Account No.:

ADDITIONAL INFORMATION

☒ Business Banking Edge Checking	☐ Checking with Interest	☐ Day-to-Day Savings Statement (DDS)	☒ Insured Money Market Account (IMMA)	☐ Certificate of Deposit (CD)

TAX CERTIFICATION

The following statement are required by law. Please check the one that applies to you and sign below to certify it.

Under penalties of perjury, I certify that the number shown on this form is my correct tax identification number and that –

☒ I am not subject to back up withholding either because I have not been notified that I am subject to back up withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to back up withholding.

OR

☐ I have been notified by the IRS that I am subject to back up withholding because of underreporting of interest and dividends (and that notice has not been terminated by the IRS).

By signing here, I am certifying to the Account Owner's tax status and applying for the accounts and services indicated above and have received Citibank's Customers Manual explaining the rules for the account and services selected. I agree to abide by the terms of the Customer Manual and applicable State and Federal laws.

Authorized Signature: Jennifer Douglas Abubakar	Title: President	Date: Feb 1, 2002
Authorized Signature: Cynthia J. Ticao	Title: EXECUTIVE DIRECTOR	Date: FEB. 1, 2002

Bank Copy

Item 5724 (Rev. 5/99)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1100

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Ref #: 1040 1220 1490 000

November 21, 2003

To Whom It May Concern

RE: Explanation of Income

The form might not be explanatory enough, so I am stating exactly how I get my income.

From Gede, I accept a minimal income of 1076.23, with an agreed yearly bonus of $50,0000.00, paid in lump yearly after every fundraising.

I received a yearly maintenance income from spouse of $500,000.00.

Monthly dividends and interest from accounts excluding the Neuberger Berman account is $1,657.50. I also have an investment trust fund with Neuberger Berman with a standing balance of 5 million dollars plus.

Currently, the only debts I have are from credit cards. Most are paid off as of 11/19/2003.

Standing Monies.

1. Neuberger Berman (Irrevocable Trust) – $5,022,257.65
2. Smith Barney Investment - $150,000.00

Mortgage.

1. No Mortgage on the house (current value 3 million)

Credit Cards

Citibank Visa	-	0 balance
Citibank Platinum	-	0 balance
Hechts	-	$200.00
Amex Gold	-	$8360 plus paid 11/20/2003
Amex Blue	-	0 balance
Neiman Marcus	-	0 balance
Diners Club		0 balance
Capital One	-	About $4000.00

01/23/2004 02:57PM

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I am stating this because the credit report is not updated frequently and they might be balances showing in some.

I have enclosed a copy of tax returns, pay stubs, and home owners insurance incase its required. I have also taken the liberty to enclose the wire transfer information for the spousal maintenance.

Please let me know if you have questions. Thanks

Yours Sincerely,

Jennifer Douglas

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Robert Pastor/rpastor/AmericanU
04/03/2007 12:32 AM

To JA <jdoug52928@[redacted]
cc George Peterson <georgebpeterson@[redacted]
pukata@american.edu
bcc
Subject RE: Closure of ABTi Account

Jamila:

I will consult with Don Myers and my colleagues and see what we can do.

I had a good meeting with Ed today. I'll phone you tomorrow about 9:30 am Washington time to discuss this. What is the best number to reach you at?

Bob

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366
JA <jdoug52928@[redacted]

JA <jdoug52928@[redacted]
04/02/2007 07:49 PM

To George Peterson <georgebpeterson@[redacted] Robert Pastor <rpastor@american.edu>
cc
Subject RE: Closure of ABTi Account

Dear Pastor,

Citibank wrote to me requesting that I close the ABTI account because it is a business account being run from an individual account. They requested the account be closed by April 17, but I am trying to get an extension to enable us look elsewhere to open an account.

Kindly make arrangements to find another bank to open the salary account. The bank might possibly give another an additional month extension. After the 17th, the account will be closed out (pending of if we get extension).

Also please note that in speaking privately with the manager, the problem was caused by [redacted] transaction.

I will let you know if they extend this deadline.

Jamila

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Alvarez, Jessica G [GCG-CBNA]

From: Bornus, Grace
Sent: Monday, April 09, 2007 10:39 AM
To: Alvarez, Jessica G [GCG-CBNA]
Cc: Code, Daniel; Bornus, Grace
Subject: RE: Account Close-out Extension-Jennifer Douglass-Account# 52096374

Jessica,

Daniel Code granted the extension until April 30th. He will be back in office on April 11th and will handle you request for the additional extension. Meantime, please find out from the customer what type of company/business is "Letsgo Limited Inc" located in Panama and which has accounts with a bank in Switzerland Also, what type of company is Guernsey Trust Company Nigeria. These two companies sent multiple large ($300,000-) wire transfers to our customer's account. We would like to thoroughly understand in what activities the customer is involved before we extend the close out and establish a new business account.

Grace Bornus

Citibanking/Bank Secrecy Compliance Office
1 Court Square Floor 43/Zone 11
Long Island City
(718) 248-9324 (office)
(718) 248-3687 (fax)

-----Original Message-----
From: Alvarez, Jessica G [GCG-CBNA]
Sent: Monday, April 09, 2007 10:15 AM
To: Bornus, Grace
Subject: FW: Account Close-out Extension-Jennifer Douglass-Account# 52096374
Importance: High

I am forwarding this message to you as requested by out-of-office message.
Jessica

-----Original Message-----
From: Alvarez, Jessica G [GCG-CBNA]
Sent: Monday, April 09, 2007 10:11 AM
To: Code, Daniel; Huggins, Sharlene
Cc: Molnar, Michael G [GCG-CBNA]; Johnson, Tracy P [GCG-NAOT]
Subject: Account Close-out Extension-Jennifer Douglass-Account# 52096374
Importance: High

Daniel,
On behalf of our client, Ms. Jennifer Douglas, I am requesting an extension on the relationship close-out. As you are probably aware Ms. Douglas is out of the country and is not due to return to the US until the end of April, or even early May. As a courtesy, we would like to extend a 30-60 day extension as this is the time frame originally given, see email dated March 2, 2007 sent to FC. I have spoken to Ms. Douglas and she has expressed apprehension about the date, due to returning to the US after months of being away, she will have many things to put in order. Please take this into consideration as we try and make this as smooth as possible for our client, and the business.
Thanks in advance,

Jessica G. Alvarez
Financial Center Operations Manager
Citibank-Potomac

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1113

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9812 Falls Road
Potomac, MD 20854
Phone 301-365-6171
Fax 301-365-6186

3013656186 To:718 248 3687 P.4/15

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From: Alvarez, Jessica G [GCG-CBNA] [ja54601@[redacted]]
Sent: Monday, April 16, 2007 11:57 AM
To: Code, Daniel
Cc: Bornus, Grace
Subject: RE: Account Close-out Extension-Jennifer Douglass-Account# 52096374

Importance: High

Daniel,
Thank you for the extension. I have spoken to Ms. Douglas and she has informed me that Letsgo Limited and Guernsey Trust are both oil services companies. Since her husband is the owner of both companies, and is a very public figure, the trust accounts run those business for him. In turn, the funds from both companies are used to pay the salaries for the teachers in the ABTI-American University account. Funds from those business also go into her personal accounts as well. She has expressed a desire for her personal account to remain open, and has said she will move the ABTI-American University account elsewhere. I have informed her of the close-out date and made sure she understand all accounts will be closed, however please advise should any accounts be approved to remain open.

Regards,
Jessica Alvarez
301-365-6171

> -----Original Message-----
> From: Code, Daniel
> Sent: Thursday, April 12, 2007 6:25 PM
> To: Alvarez, Jessica G [GCG-CBNA]
> Cc: Bornus, Grace
> Subject: RE: Account Close-out Extension-Jennifer Douglass-Account# 52096374
>
>
> Jessica, at most, I can grant a further extension to 05/16/07. Please
> ensure that all issues are addressed. Thanks, Dan
>
>
> -----Original Message-----
> From: Bornus, Grace
> Sent: Monday, April 09, 2007 10:39 AM
> To: Alvarez, Jessica G [GCG-CBNA]
> Cc: Code, Daniel; Bornus, Grace
> Subject: RE: Account Close-out Extension-Jennifer Douglass-Account# 52096374
>
>
> Jessica,
>
> Daniel Code granted the extension until April 30th. He will be back in office on April 11th and will handle you request for the additional extension. Meantime, please find out from the customer what type of company/business is "Letsgo Limited Inc" located in Panama and which has accounts with a bank in Switzerland. Also, what type of company is Guernsey Trust Company Nigeria. These two companies sent multiple large ($300,000-) wire transfers to our customer's account. We would like to thoroughly understand in what activities the customer is involved before we extend the close out and establish a new business account.
>
> Grace Bornus
>
> Citibanking Bank Secrecy Compliance Office
> 1 Court Square Floor 43/Zone 11
> Long Island City
> (718) 248-9324 (office)
> (718) 248-3687 (fax)
>

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1114

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>
>
> -----Original Message-----
> From: Alvarez, Jessica G [GCG-CBNA]
> Sent: Monday, April 09, 2007 10:15 AM
> To: Bornus, Grace
> Subject: FW: Account Close-out Extension-Jennifer Douglass-Account#
52096374
> Importance: High
>
> I am forwarding this message to you as requested by out-of-office message.
> Jessica
>
> -----Original Message-----
> From: Alvarez, Jessica G [GCG-CBNA]
> Sent: Monday, April 09, 2007 10:11 AM
> To: Gode, Daniel; Huggins, Sharlene
> Cc: Molnar, Michael G [GCG-CBNA]; Johnson, Tracy P [GCG-NAOT]
> Subject: Account Close-out Extension-Jennifer Douglass-Account# 52096374
> Importance: High
>
> Daniel,
> On behalf of our client, Ms. Jennifer Douglas, I am requesting an extension on the relationship close-out. As you are probably aware Ms. Douglas is out of the country and is not due to return to the US until the end of April, or even early May. As a courtesy, we would like to extend a 30-60 day extension as this is the time frame originally given, see email dated March 2, 2007 sent to FC. I have spoken to Ms. Douglas and she has expressed apprehension about the date, due to returning to the US after months of being away, she will have many things to put in order. Please take this into consideration as we try and make this as smooth as possible for our client, and the business.
> Thanks in advance,
>
>
> Jessica G. Alvarez
> Financial Center Operations Manager
> Citibank-Potomac
> 9812 Falls Road
> Potomac, MD 20854
> Phone 301-365-6171
> Fax 301-365-6186
>

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Alvarez, Jessica G [GCG-CBNA]

From: Huggins, Sharlene
Sent: Friday, March 30, 2007 3:13 PM
To: Agresto, David
Cc: Alvarez, Jessica G [GCG-CBNA]; Huggins, Sharlene; Ma, Irena
Subject: Jenifer Douglas High profile

Redacted **Redacted**

Jennifer is the founder of Gede foundation Inc not for profit organization. Jennifer Douglas aka Jennifer Douglas -Abubakar is the fourth wife of the Vice-President of Nigeria Atiku Abubakar who is currently running for the President of Nigeria in the 2007 elections. An account closeout was initiated on Jennifer Douglas's personal account for business in a personal account. The FC spoke to her previously regarding business activity in her personal account and advised her to open a business account. Jennifer apparently came to open the business account with improper documentation; she had continued the business activity without returning with proper documentation to open the business account. since the activity continued closeout was initiated. Jessica from the Potomac FC in Maryland where Ms. Douglas is domiciled called in reference to the account closeout. She indicated that Ms. Douglas's attorney called on her behalf to inquire about account closeout as she is out of the country in Nigeria assisting with her husband's campaign for president election. The FC explained to Ms. Douglas's attorney that she could not disclose any info since he was not on her account and expressed that Ms. Douglas herself needed to call the FC. Ms Douglas's attorney also expressed his concerns about Citibank's business ethics and the closing of a long-standing customer's account. He also indicated that he has other clients who also banks with Citibank and would have no problem having them close their relationship also.

Concerns

Jennifer Douglas AKA Jennifer Abubakar, was indicted for alleged bribery for the execution of a transnational tele-communications deal involving William Jefferson (US Congressman). In addition, Gede foundation Inc. a not for profit organization that solicits support to fight AIDS around Africa has been identified as a base to channel bribery funds by the Atiku family. There have also been allegations that Vice President Abubakar may be involved in corrupt practices and should be investigated by EFCC- Economic Financial Crimes Commission. Additionally, articles have been published questioning the purchase of Ms. Douglas's mansion in Potomac Maryland the residence used Vice President Abubakar when he visits the US, and the launching of the multi-million dollar American styled University that is owned by the Vice President.

Due the sensitive nature of this closeout and the reputational risk it may cause this is being referred to you an extension have been requested for the closeout on Jennifer Douglas account as well as the business account Gede foundation Inc.

Sharlene Huggins
Citibank North America
Citibank Bank Secrecy Compliance Office
One Court Square LIC 43rd FL /Zone 11
Tel: 718-248-8275

04/28/2007

Permanent Subcommittee on Investigations
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Fax: 718-248-3687
sharlene.huggins@citigroup.com

04/28/2007
P.8/15 To:718 248 3687 3013656186

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Jennifer Douglas / Buford George Peterson - From 10/13/06 through 02/12/07 the customer made (14) credits and (137) debits from four personal checking accounts, aggregating $3,300,499 / $1,441,300. The credits consisted of wire transfers from LETSGO LIMITED INC, Guernsey Trust Company Nigeria, Jennifer Douglas and a check deposit from Rufino P Lopez. The debits consist of wire transfers to multiple businesses such as Guardship America, Inc., The Wiedenfeld Law Firm, Penn Schoen and Berland Associates, GEDE Foundation and multiple individuals, some of which indicate monthly payroll. When the wires are received from LETSGO LIMITED INC, the customer would transfer the funds to a second checking account #1208993341, which also has the name, ABTI-American University included in the title. The customer also transfers funds between various accounts that she has within Citibank. Signer, Jennifer Douglas is also known as Jennifer Douglas-Abubakar, who is the fourth wife of the Vice President of Nigeria, Atiku Abuakar. She is the founder of ABTI-American University in Nigeria as well as the President of GEDE Foundation. Wires that originate from businesses where relationships with the customer cannot be established, followed by transfers of the funds between accounts that ultimately end in the funds being sent to various individuals and businesses appears suspicious.

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Responses Provided by Chevy Chase Trust to Questions presented by the U.S. Senate Permanent Subcommittee on Investigations on July 28, 2008

The following are responses to questions presented to Chevy Chase Trust by way of an electronic mail message from Laura Stuber of the U.S. Senate Permanent Subcommittee on Investigation ("PSI") staff on July 28, 2008. The responses reflect Chevy Chase Trust's best efforts to obtain records and understand the facts associated with an account relationship that was first transferred to Chevy Chase Trust over seven years ago. For ease of reference we have repeated each of the questions presented in the July 28, 2008, email message from Laura Stuber and inserted our corresponding response immediately below the question. As with the documents we have provided the PSI Chevy Chase Trust requests that the PSI accord confidential treatment to the information provided below.

1. **Please respond to the following with regard to Jennifer Douglas-Abubakar's PEP status:**

   a. **Please describe the circumstances surrounding Chevy Chase's designation of Jennifer Douglas-Abubakar as a PEP.**

   During the summer of 2004, the associate general counsel for Chevy Chase Trust requested the chief fiduciary officer of Chevy Chase Trust to obtain biographical information on Alhaji Atiku Abubakar. That information was forwarded to Chevy Chase Bank's Compliance division for evaluation. Following its evaluation, the Compliance division recommended that Alhaji Atiku Abubakar be classified as a PEP along with his wife, Jennifer Douglas-Abubakar, and their children. (JD-004179)

   i. **The person who identified Ms. Douglas-Abubakar as a PEP**

   Jeannell Graham, Chevy Chase Bank Compliance Officer, identified Jennifer Douglas-Abubakar as a PEP. (JD_004179.)

   ii. **The exact date on which she was identified as a PEP**

   August 18, 2004. (JD_004179.)

   iii. **The reason why she was identified as a PEP**

   Jennifer Douglas-Abubakar was identified as a PEP because she is the wife of Alhaji Atiku Abubakar, then Vice President of Nigeria.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1121

PSI-Chevy_Chase-06-0001

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iv. The reason why Chevy Chase did not identify Ms. Douglas-Abubakar as a PEP until 2004.

The JDA Family Trust, a U.S. domiciled irrevocable trust, was moved to Chevy Chase Trust in July 2001 from Merrill Lynch. At that time, Chevy Chase Trust verified that the client, the JDA Family Trust, and the trust's protector, Ms. Douglas-Abubakar a U.S. citizen, did not appear on the OFAC SDN list. However, at that time, which was prior to the enactment of the USA PATRIOT Act and its implementing regulations, the requirements that currently apply today to the opening of new accounts and the identification of foreign PEPs did not exist. Accordingly, in 2001 when the JDA Family Trust account was established, Chevy Chase Trust did not investigate whether Jennifer Douglas-Abubakar was a PEP.

Following the enactment of the USA PATRIOT Act, Chevy Chase Trust performed a risk assessment of its trust accounts and determined that irrevocable trusts, such as the JDA Family Trust, presented a very low money laundering risk because, as the trustee for such trusts, Chevy Chase Trust was able to control their transaction activity, that under most circumstances was very low. In addition, in the case of the JDA Family Trust, no new funds were being contributed to the trust. For these reasons, following the enactment of the USA PATRIOT Act, Chevy Chase Trust initially classified the JDA Family Trust as a "low risk account."

The regulations that govern Customer Identification Procedures ("CIP") for financial institutions, including trust companies, did not take effect until October 2003. See 68 Fed. Reg. 25,090 (May 9, 2003). Those rules provide that as a general rule, for trusts, the "customer," is considered to be the trust itself. The preamble to those regulations further indicates a bank will not be required to look through trust, escrow, or similar accounts to verify the identities of beneficiaries.

Accordingly, in most cases trust companies were permitted to treat trusts as customers for CIP purposes unless other circumstances required verification of others that were associated with the trust customer. In this regard, the preamble further explained that a bank may need to take additional steps to verify the identity of the customer by seeking information about individuals with ownership or control over the account.. Ms. Douglas-Abubakar is, in addition to a beneficiary of the trust, the protector of the trust. As protector, she has no right to effect distributions out of the trust or otherwise control the operation of the trust although she can replace and appoint new trustees. In light of her limited role, and in accordance with the relevant guidance, the JDA Family Trust continued to be Chevy Chase Trust's customer for CIP purposes.

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In August 2004, the Chief Fiduciary Officer of Chevy Chase Trust brought to the attention of the Associate General Counsel for Chevy Chase Trust that the JDA Family Trust had an association with a foreign political official. Even though she had only a protector and beneficiary status, Chevy Chase Trust chose to subject Ms. Douglas-Abubakar to further diligence and, following the research described above, Jennifer Douglas-Abubakar was classified as a PEP which resulted in the JDA Family Trust being reclassified as a high risk account (even though as a technical matter it did not qualify as a foreign private banking account and she did not control the operation of the trust) and Chevy Chase Trust's Compliance Officer commenced enhanced reviews and made monthly reports to the Trust Committee.

b. **Once Chevy Chase identified the JDA Family Trust Account as belonging to a PEP, and monthly monitoring of the accounts began in 2004, please describe any attempt by Chevy Chase personnel to verify the source of funding of the account including any communications between Chevy Chase personnel and Ms. Douglas-Abubakar, or her representative, regarding the source of funds for the JDA Family Trust Account or any other Jennifer Douglas-Abubakar related account.**

Chevy Chase Trust understood that Abubakar family wealth, principally that of Alhaji Atiku Abubakar, was the source of funds for the JDA Family Trust when it was established at Merrill Lynch. The trust had always been a US-domiciled trust and was fully funded prior to Chevy Chase Trust accepting the account in July 2001. No additions have been made to the corpus of the trust, apart from portfolio income, since its transfer to Chevy Chase Trust in 2001. For this reason, Chevy Chase did not undertake additional efforts to identify the source of funds in the account.

c. **Please describe why Chevy Chase kept the JDA Family Trust account open from 2004-2006.**

After the August 2004 PEP designation of Jennifer Douglas-Abubakar and the rating of the JDA Family Trust as high risk, the activity in the account from 2004 to 2006 was consistent with Chevy Chase Trust's understanding of the purpose of the JDA Family Trust. When Chevy Chase Trust became aware of press reports in late 2005 of Ms. Douglas-Abubakar's involvement in the investigation of Congressman Jefferson and the related search of her home, the Compliance Officer for Chevy Chase Trust consulted with its parent company's AML Compliance Officer. As a result of these discussions, Chevy Chase Trust's Compliance Officer prepared a memorandum (JD_004228 - JD_004230) to Chevy Chase Bank's AML Executive Committee that summarized the Chevy Chase Trust experience with the JDA Family Trust. The memorandum recommended closure of the account based on increased reputational risk

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associated with Ms. Douglas-Abubakar even though Chevy Chase Trust had no indication of improper activity.

In addition, these discussions between the compliance officers resulted in enhancements that were made in January 2006 to the documentation of existing reviews of high risk customers at Chevy Chase Trust. This enhanced documentation consisted of a spreadsheet recording (JD_004366 - JD_004379; JD_005501 – JD_005515) the monthly review of all high risk clients at Chevy Chase Trust and additional CIP information being added to high risk client files.

d. According to Chevy Chase's May 8, 2007, letter and accompanying memo to the Subcommittee, in January of 2006, the Chevy Chase Trust Compliance Officer initiated enhanced documentation of the monthly reviews of the trust accounts of all non U.S. citizens. Please describe whether this enhanced documentation only impacted trust accounts or if it applied to other types of accounts at Chevy Chase.

The enhanced documentation efforts by Chevy Chase Trust that occurred in January 2006 applied to all accounts types that are classified as high risk by Chevy Chase Trust.

e. Once it was determined that Chevy Chase would resign as Trustee of the JDA Family Trust in January 2006, please describe why the Gede Foundation account was not closed until May 2007.

The subsidiary's records (Chevy Chase Trust) reflect Ms. Douglas-Abubakar's full name in connection with the JDA Family Trust. However, the parent company's records (Chevy Chase Bank) do not reflect the "Abubakar" name in connection with the Gede Foundation account. Jennifer Douglas-Abubakar used "Jennifer E. Douglas" as her name at Chevy Chase Bank as a signatory on the Gede Foundation account. (GF_000001) The fact that Ms. Douglas-Abubakar used two different names prevented Chevy Chase Bank from tying the Gede Foundation account to the JDA Family Trust account at Chevy Chase Trust. The connection was not made until Chevy Chase Bank received the Senate PSI Subpoena in March 2007, which expressly requested information regarding the Gede Foundation. Moreover, the activity in the Gede Foundation account did not trigger any alerts for unusual activity under our normal transaction monitoring systems. Following receipt of the PSI Subpoena, steps were taken to close the Gede Foundation account even though Chevy Chase Bank had no indications of improper activity.

2. Please describe how the JDA Family Trust account was transferred to Fidelity including, but not limited to, the date the account was transferred and any

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communications Chevy Chase personnel had with Ms. Douglas-Abubakar or her representative concerning the transfer of the account.

After Chevy Chase Trust resigned as trustee in a letter dated January 20, 2006 (JD_000206), Ms. Douglas-Abubakar's legal representative, Ed Weidenfeld, indicated orally to Chevy Chase Trust that he was having a difficult time finding a replacement corporate trustee. Under principles of trust law, Chevy Chase Trust had a duty to continue as the corporate trustee until a replacement trustee was found or Jennifer Douglas-Abubakar and Francis Iwenjiora exercised their powers under the trust to remove Chevy Chase Trust. On September 12, 2007, Edward Weidenfeld faxed instructions to Chevy Chase Trust on behalf of Francis Iwenjiora, co-trustee of the JDA Family Trust, to deliver $500,000 from the trust to the National Bank of Abu Dhabi, Diera Branch for investment in the Faibros Investment FZ-LLC. (JD_005474 – JD_005475.) On September 14, 2007, Chevy Chase Trust denied the request because Chevy Chase Trust will not serve as directed trustee on assets outside of its custody. (JD_005476 – JD_005477.) On September 18, 2007, Jennifer Douglas-Abubakar and Francis Iwenjiora exercised their powers under the trust document to remove Chevy Chase Trust as directed trustee and continue the trust without a corporate trustee. (JD_005483 – JD_005484.) The order to invest $500,000 in Faibros Investments FZ-LLC was reaffirmed. (Id.) On September 20th, because Chevy Chase Trust was no longer the corporate trustee and it no longer had standing to refuse the individual trustee's apparent lawful instructions, Chevy Chase Trust notified the outside investment adviser, Neuberger Berman, that $500,000 needed to be raised through the liquidation of Trust assets. (JD_005485 – JD_005487; see also JD_005467.) Neuberger Berman requested the documentation of Chevy Chase Trust's removal as trustee and Chevy Chase Trust complied with this request. (JD_005697 – JD_005698.) On September 27, 2007, after Neuberger Berman raised the required cash, Chevy Chase Trust executed the transaction in accordance with the instructions. (JD_005471 – JD_005473.) Since Chevy Chase Trust was no longer the trustee, it notified Mr. Weidenfeld that the remaining assets must be moved to a new custodian. (JD_005468 – JD_005470.) Mr. Weidenfeld accepted the notification and proceeded to search for a new custodian. Periodically, Chevy Chase Trust would contact Mr. Weidenfeld via telephone to inquire about the progress of finding a replacement custodian. He represented to Chevy Chase Trust that the trust had been declined by several financial institutions to serve as custodians for the trust before finally being accepted by Fidelity Investments. On June 9, 2008, Chevy Chase Trust received delivery instructions from Fidelity Investments to transfer the assets of the JDA Family Trust. (JD_005267 – JD_005268.) Chevy Chase Trust completed the transfer of all assets for the JDA Family Trust by June 30, 2008. The transfer occurred consistent with industry practice for transferring securities from one institution to another. (JD_005269 – JD_005271; JD_005286 – JD_005288; JD_005307 – JD_005309; JD_005339 – JD_005341; JD_005438 – JD_005441; JD_005456 – JD_005458.)

3. Regarding the $400,000 loan from the JDA Family Trust to Ms. Douglas-Abubakar:

a. Please provide any due diligence done by Chevy Chase regarding the loan.

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The terms of the JDA Family Trust entitle Ms. Douglas-Abubakar to request the distribution of funds that are in her best interest. The trust specifically allows a distribution "to acquire, begin or operate a business or to engage in a profession." (JD_000007.) Ms. Douglas-Abubakar's stated purpose for borrowing from the trust was to support a center she was running. (JD_000255.) A loan for this purpose met the conditions of the trust. After the initial loan was provided, no further requests for distributions for funding professional activities were made by Ms. Douglas-Abubakar.

4. With regard to Francis Iwenjiora:

a. **Documents JD_000001 – JD_000215 refer several times to Francis Iwenjiora's role in the JDA Family Trust. At first, he is named co-Trustee, then his name is removed as co-Trustee in June 2001 (JD_000084), then appears back as co-Trustee in August 2001 (JD_000085), although the documents are not signed. Please clarify Francis Iwenjiora's role as successor of the trust, and whether or not he ultimately retained co-Trusteeship as of August 2001.**

As noted above, the original JDA Family Trust was established with Merrill Lynch as the sole trustee. Merrill Lynch was also the investment manager for the trust. When she was exploring the possibility of moving the Trust account to Chevy Chase Trust, Ms. Douglas-Abubakar expressed disappointment in Merrill Lynch's investment management performance. Initially, Neuberger Berman was to be the replacement trustee and investment manager. However, Ms. Douglas-Abubakar decided to split the trustee and investment manager functions. On July 20, 2001, Merrill Lynch was removed as trustee and Chevy Chase Trust was named as successor corporate trustee. Neuberger Berman was appointed as the investment manager. The intent was to name Francis Iwenjiora as an individual co-trustee at the same time. Based on the recollections of personnel involved in the opening of the account, Chevy Chase Trust believes that Mr. Iwenjiora was out of town at the time of the transfer. Therefore, Chevy Chase Trust was named sole trustee on the initial successor trust document. Francis Iwenjiora was subsequently named co-trustee on July 31, 2001, in accordance with Ms. Douglas-Abubakar's original intentions (JD_000114).

5. Was Chevy Chase aware of any provisions regarding the JDA Family Trust that would change if Jennifer Douglas-Abubakar and Atiku Abubakar dissolved their marriage? If yes, please describe.

Chevy Chase Trust is not aware of such provisions. The JDA Family Trust was designed to permanently move funds to a trust for the benefit of Ms. Douglas-Abubakar and her children. It is Chevy Chase Trust's understanding that the JDA Family Trust was a nest

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egg to protect Jennifer Douglas-Abubakar and her children from negative life events concerning Mr. Abubakar.

6. **Bates JD_004298 -JD_004301, contains news stories regarding Ms. Douglas-Abubakar and ABTI or American University in Nigeria. Please describe the relationship between Ms. Douglas-Abubakar and American University in Nigeria.**

At the time of the account openings in July 2001, it is our understanding thru discussions with Ms. Douglas-Abubakar that she was a PhD student at American University and that she assisted in teaching at the university. As part of conducting research in light of the negative news that appeared on the Abubakars in late 2005 and early 2006, Chevy Chase Trust became aware that Mr. Abubakar was associated with American University in Nigeria. However, Chevy Chase Trust has no knowledge of how Ms. Abubakar's status at American University in Washington, DC relates, if at all, to Mr. Abubakar's interest in American University in Nigeria.

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CHEVY CHASE TRUST

MEMORANDUM

TO: Peter Welber, Executive Vice President
Chevy Chase Trust

FROM: Paul Duncan, Vice President
Chevy Chase Trust

SUBJECT: JDA Family Trust

DATE: January 30, 2006

The purpose of this memorandum is to describe events surrounding a Politically Exposed Person (PEP) who is a co-trustee on the JDA Family Trust, assess the risk factors related to continuing this relationship, and recommend a course of action. Chevy Chase Trust ("the Trust Company") is the directed trustee for the JDA Family Trust. The co-trustee and grantor for the trust, Jennifer Douglas-Abubakar, is the wife of the Nigerian Vice President. Her home was recently searched by the FBI during an on-going investigation of Rep. William Jefferson of Louisiana for bribery. Her connection to this investigation is not publicly known at this time. After assessing the risks associated with this account as described below, Chevy Chase Trust Compliance is recommending that the Trust Company resign as trustee and terminate this relationship.

It is important to ensure the Trust Company has adequate controls and procedures in place to satisfy our *Know Your Customer* requirements. Critical to the Bank's *Know Your Customer* requirements is an enhanced due diligence step on certain customers and their account relationships. Without this enhanced due diligence the Bank can become subject to reputation, operation, legal, compliance or concentration risks. Each of these risks can result in significant financial cost. The following is the result of enhance due diligence steps completed regarding the overall relationship of the JDA Family Trust. The account relationships summary is as follows:

Date Opened	Acct Number	Account Title	Balance (12/31/05)
07/25/2001	CH200121	The JDA Family Trust-Fixed Income	$ 1,614,622.51
07/25/2001	CH200122	The JDA Family Trust-Value Equity	3,299,173.16
07/25/2001	CH200123	The JDA Family Trust- Blend Equity	2,158,258.59
		Total:	$ 7,072,054.26

CIP Information

The JDA Family Trust is the customer and Chevy Chase Trust, as trustee, has the original governing document establishing the trust.

Since Jennifer Douglas-Abubakar is the grantor and co-trustee, she is a control person related the trust. Her address and social security number are:

Social Security Number:
[redacted]

Permanent Subcommittee on Investigations
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JD_004359

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Address:
9731 Sorrel Avenue
Potomac, MD 20854-4732

[1] Please note: Mrs. Jennifer Douglas-Abubakar is not named in the OFAC's Specially Designated Nationals & Blocked Persons (01/11/2006)

[2] According to the Washington Post Home Values and Recent Sales Database, the registered owner of this property is Ms. Jennifer Douglas (since 01/2000).

Background

The JDA Trust

The trust was established for the support and benefit of Jennifer Douglas-Abubakar and her three minor children: Anthony Douglas, Abdulmalik Abubakar and Zara Abubakar. She and her children are US citizens. Jennifer Douglas-Abubakar is the Co-trustee and Protector of the Trust. Her husband is Atiku Abubakar, the Vice President of Nigeria. Her husband provided the initial funding for the trust as a gift to Jennifer Douglas-Abubakar. She, in turn, funded the trust. Our understanding of the underlying rationale for the establishment of the trust was a desire on the part of Jennifer Douglas-Abubakar to place funds aside for the protection of herself and her children.

Jennifer Douglas-Abubakar

Jennifer Douglas-Abubakar is a PhD student at American University. She is the 4th wife of Atiku Abubakar. It appears that that her marriage is the source of her wealth. She is the founder, CEO and President of GEDE Foundation, a charity for AIDS in Africa. According to the web site, this charity has received a $30,000 grant from the World Bank. She has made multiple donations to both political parties using different versions of her name.

Her home was searched by the FBI in connection with the investigation of Rep. William Jefferson. The federal probe involves two African investments in which Rep. William Jefferson is being investigated for demanding payments and perks in exchange for his support. Her role in this investigation is not publicly known at this time.

Source of Funds

Atiku Abubakar, her husband, became Vice President of Nigeria in 1999. Prior to becoming Vice President, Mr. Abubakar was the chairman of seven Nigerian companies involved in oil services, insurance, pharmaceuticals, agriculture and the print media. From 1969 to 1989, he served in the Nigerian Customs and Excise service. Given the business practices that existed in Nigeria over this timeframe, the ability of the Trust Company to determine that his wealth was achieved through legal means is suspect.

Mr. Abubakar's home in the District of Columbia was also searched by the FBI in connection with the investigation of Rep. William Jefferson. Mr. Abubakar's role in the investigation is not publicly known at this time.

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Account Analysis

A review of all related accounts revealed the following:

The trust is invested in typical fixed income and equity instruments managed by Neuberger Berman. Except for the demand note described below, there are no unusual holdings.

On January 17, 2004, a $400,000 demand note was disbursed from the trust to "an individual with an address of 9731 Sorrel Ave, Potomac, MD. This person was Jennifer Douglas-Abubakar. Her stated purpose at the time of the disbursement was to loan the money to the GEDE Foundation, a charity for which she is the founder, CEO, and President. GEDE Foundation represents itself as a 501(c)3 charity and a Google search brought up multiple reports of its fundraising events in the Washington DC area. The trust document specifically authorizes the use of demand notes as a means for the grantor to pull monies from the trust to further her profession.

Recommendation

Based on the information above, Chevy Chase Trust Compliance is recommending that the Trust Company resign from the JDA Family Trust as trustee for the following reasons:

1. Mr. Abubukar's source of wealth is impractical to verify. Under the US PATRIOT Act, Chevy Chase Trust is obligated to conduct enhanced due diligence on its high risk accounts. Since Political Exposed Persons (PEPs) are high risk, Chevy Chase Trust must develop a reasonable belief that the source of funds is not derived from illegal activities. Obtaining sufficient proof in Mr. Abubukar's situation may not be possible. Failure to adequately document the source of funds for this relationship would increase the regulatory risk to the Trust Company.
2. The ongoing criminal investigation of Rep. William Jefferson could spread to Mr. Abubakar and his wife. If she were to be indicted, Chevy Chase Trust would be serving as co-trustee with person involved in suspected bribery of a US public official. Given the high degree of media that these cases are receiving currently, Chevy Chase Trust could be at increased reputation risk.

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Thomas J. Delaney
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tdelaney@mayerbrownrowe.com

May 8, 2007

BY HAND DELIVERY

The Honorable Carl Levin
Chairman

The Honorable Norm Coleman
Ranking Minority Member

Permanent Subcommittee on Investigations
Committee on Homeland Security and Governmental Affairs
United States Senate
199 Russell Senate Office Building
Washington, D.C. 20510

Re: Subpoena Served on Chevy Chase Bank, F.S.B.

Dear Chairman Levin and Senator Coleman:

On behalf of Chevy Chase Bank, F.S.B. (the "Bank"), we are producing the accompanying binders containing documents that respond to the subpoena dated March 30, 2007 (the "Subpoena") from the Permanent Subcommittee on Investigations (the "Subcommittee") to the Bank. The documents provided today are those maintained in files through March 2007, that have been identified by the Bank as being responsive to the Subpoena and are being provided in accordance with an extended deadline of May 8, 2007, that was agreed to in a conversation I had with Mr. Robert Roach of the Subcommittee's staff on April 18, 2007.

The search conducted in response to the Subpoena identified two entities – the JDA Family Trust and the Gede Foundation – that maintained accounts at the Bank and Chevy Chase Trust that were responsive to the Subpoena. As a result, the responsive materials that accompany this letter have been arranged into two sets, one relating to the JDA Family Trust and another that relates to the Gede Foundation. In addition, attached to this letter is a summary narrative of the Bank's relationship with the JDA Family Trust and the Gede Foundation and individuals associated with both entities that references specific documents contained in the accompanying materials.

Please note that some of the responsive documents being provided to you were produced from paper files, including some e-mails that had been printed and stored in paper files. Other documents, particularly the majority of the e-mail correspondence being provided today, were retrieved from electronic files. In some cases, the name of the person who printed e-mails that were retrieved from electronic files appears at the top of the printed page even though that person

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may not have been involved in the underlying message. Also, in most cases, the date that the email was printed appears at the bottom of the page.

The Bank has not withheld any responsive materials on the basis of the Attorney-Client Communication or the Attorney Work Product Privilege. However, to the extent that the Bank may have considered filing or filed a Suspicious Activity Report ("SAR") related to any of the individuals or entities named in the Subpoena, the Bank has withheld information concerning filed or contemplated SARs, pursuant to the requirements of 31 C.F.R. § 103.18(e). Where a document contains responsive information as well as information about unrelated customers or accounts, the Bank has redacted those portions of documents that concern unrelated customers or accounts.

While we appreciate that certain information from our response could be referred to in connection with the Subcommittee's ongoing investigation and any subsequent hearings or report that may be prepared, we respectfully request that this letter, the attached summary narrative and the accompanying materials be accorded confidential treatment. These documents contain confidential financial information regarding certain of the Bank's customers, the disclosure of which could be harmful to the Bank's customers and to the Bank. In addition, the accompanying materials contain internal communications between and among the Bank and its employees and officers, the disclosure of which could be harmful to the Bank and/or its employees. If the Subcommittee determines that any or all of the documents will not be given confidential treatment, we request that the Bank be given prior notice of their disclosure so that the Bank can have an opportunity to discuss the confidentiality concerns further with the Subcommittee staff and to take steps to mitigate the harm that could result from the release of these documents to the public.

Please contact me if you have any questions concerning this response.

Sincerely,

Thomas J. Delaney

Attachments

cc: Thomas H. McCormick, Esq., Chevy Chase Bank
Cecelia A. Calaby, Esq., Chevy Chase Bank

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Summary of Chevy Chase Account Relationships Identified in the Subpoena Dated March 30, 2007, Issued by the Senate Permanent Subcommittee on Investigations

In response to the subpoena dated March 30, 2007, from the Permanent Subcommittee on Investigations of the United States Senate Committee on Homeland Security and Governmental Affairs (the "Subpoena"), Chevy Chase Bank, F.S.B., and its subsidiaries have reviewed their records and found relationships with two of the parties named in the Subpoena: the JDA Family Trust and the Gede Foundation. A summary of these relationships is provided below and documents relating to the accounts belonging to these entities are provided in the accompanying binder marked "Chevy Chase Bank, F.S.B. Response to March 30, 2007, Subpoena Issued by the Senate Permanent Subcommittee on Investigations." Parenthetical references have been included in the text (below) that identify by Bates number specific documents in the accompanying binders. In responding to the Subpoena, Chevy Chase Bank followed its standard procedures for conducting searches in response to subpoenas.

Overview

Chevy Chase Trust, a wholly-owned subsidiary of Chevy Chase Bank, is the Trustee of three accounts established by the JDA Family Trust. In addition, the Gede Foundation holds a commercial checking account with Chevy Chase Bank. One other party named in the Subpoena, Jennifer Douglas Abubakar, is the grantor, a beneficiary, and Protector of the JDA Family Trust. In addition, she is a co-signer of the Gede Foundation checking account. Ms Abubakar has no other relationships with Chevy Chase Bank or Chevy Chase Trust. The second co-signer of the Gede Foundation account, Cynthia Ticao, is not named in the Subpoena.

JDA Family Trust

The JDA Family Trust established a relationship with Chevy Chase Trust on July 25, 2001. Three Trust accounts were established at that time, which remained open as of the date of the Subpoena:

Acct. Number	Account Title
CH200121	The JDA Family Trust – Fixed Income
CH200122	The JDA Family Trust – Value Equity
CH200123	The JDA Family Trust – Blend Equity

Chevy Chase Trust became the Trustee of the JDA Family Trust on July 20, 2001, succeeding Merrill Lynch. (Pages JD 000001 to JD 000204 relate to the opening of the Trust accounts at Chevy Chase Trust.)

On December 10, 2003, Jennifer Douglas Abubakar contacted Chevy Chase via email to request that the Trust make a loan to her in the amount of $400,000 and that the proceeds of the loan be disbursed to her account at Citibank. The stated purpose of the loan was to enable her

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to open an HIV/AIDS center in Nigeria. The loan was made in January 2004; and a promissory note was signed by Ms. Abubakar on January 12, 2004. By its terms, the note provided for repayment of the loan on demand.

The loan was funded on January 14, 2004, by the following distributions from the Trust accounts:

Account Title	Disbursement
The JDA Family Trust – Fixed Income	$120,000
The JDA Family Trust – Value Equity	$140,000
The JDA Family Trust – Blend Equity	$140,000

The funds were wired to a Citibank account in the name of Ms. Abubakar. According to monthly statement records for all three Trust accounts (JD 000320 to JD 004102), no repayment of funds for the loan disbursement has been received as of the date of the Subpoena. (JD 000251 to JD 000285 relate to the loan.)

In August 2004, Chevy Chase Bank's Compliance Department assigned a "high risk" rating to the JDA Family Trust, due to Chevy Chase Bank's designation of Jennifer Douglas Abubakar as a Politically Exposed Person ("PEP"). (See JD 004351 for a copy of the memorandum assigning this rating.) Under Chevy Chase Bank's procedures, high-risk accounts are subject to monthly monitoring of account activity to ensure that the activity is normal and commensurate with that expected for the Trust. Following its high risk designation, the JDA Family Trust accounts were subjected to their first Trust Administration Committee review in September 2004. (Pages JD 004380 to JD 004507 contain copies of the agendas of the Trust Administration Committee reviews from September 2004 to the present.)

In January 2006, the Chevy Chase Trust Compliance Officer initiated enhanced documentation of the monthly reviews of the trust accounts of all non U.S. citizens and entities. (Pages JD 004366 to JD 004379 contain copies of the spreadsheets documenting the monthly reviews for the JDA Family Trust accounts from January 2006 to the present.) Also in January 2006, the Chevy Chase Trust Compliance Officer recommended to Chevy Chase Trust's senior management that Chevy Chase Trust resign as Trustee of the JDA Family Trust, based on, among other things, concerns regarding the account, including an inability to confirm the source of funds. (See pages JD 000208 to JD 000210.) As a result, Chevy Chase Trust initiated steps to resign as Trustee. (See generally JD 000206.) However, under the terms of the Trust instrument, in the absence of the naming of a replacement trustee, which has not occurred, Chevy Chase Trust is not permitted to withdraw from the relationship. Accordingly, the relationship remains in place. (JD 000012.)

In May 2006, the Chevy Chase Trust Compliance Officer read news accounts of the FBI search of U.S. Representative William Jefferson's home and offices which caused him to recall published accounts concerning the search of Ms. Abubakar's home in connection with the investigation of Representative Jefferson. While Chevy Chase Trust's monthly monitoring continued to show no unusual activity in the JDA Family Trust accounts, the Trust Compliance

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Officer, through online searching, was able to obtain a redacted copy of the search warrant. (Pages JD 004247 to JD 004248.) According to the search warrant, a confidential witness revealed that Representative Jefferson intended to funnel monetary bribes to the confidential witness, and ultimately to Nigerian officials through a charitable foundation. The Trust Compliance Officer became concerned that that the charitable foundation in question could have been the Gede Foundation (see below) and that the JDA Family Trust loan to Jennifer Douglas Abubakar, could have been connected to the scheme. However, a review of account activity, monthly statements, and checks issued by the Gede Foundation showed no activity that indicated that the Gede Foundation was the recipient of the loan funds issued by the JDA Family Trust, or that distributions were made from the Gede Foundation to Representative Jefferson or to other parties listed on the Subpoena.

All disbursement and other transactions of $50,000 or more reflected in the JDA Trust account records are associated with securities purchases or sales, or are consistent with Chevy Chase Trust's role under the Trust agreement. (This information can be found at JD 000243 to JD 000319.)

Gede Foundation

The Gede Foundation opened a commercial checking account (account number 196-430326-5) on February 1, 2002. The account was opened with two co-signers: Jennifer Douglas Abubakar (listed on account opening documentation as Jennifer E. Douglas) and Cynthia Ticao. The account was funded with a check for $250,000 from a Citibank account in the name of Jennifer Douglas. (Pages GF 000001 to GF 000003 contain copies of account opening documents and the fiche records of the initial deposit check.)

During the course of the relationship, the account has been funded through a regular pattern of incoming wires that have averaged approximately two per month. Wire instruction information indicates that all incoming wires originated from a Gede Foundation account at Citibank. (GF 000028 to GF 000039 show the wire activity.) Monthly statements, and copies of fiche records of checks, deposit slips, withdrawals, and wires are enclosed at GF 000040 to GF 000209. The only transactions that meet or exceed the Subpoena threshold of $50,000 that occurred after the opening deposit are set forth below:

Date	Transaction	Amount	Depositor or Recipent
02/12/02	Check	$130,000	Paid to Gede Foundation
09/15/03	Incoming Wire	$ 50,000	From Gede Foundation
09/17/03	Incoming Wire	$ 50,000	From Gede Foundation
09/18/03	Incoming Wire	$ 50,000	From Gede Foundation
09/29/03	Check	$ 75,000	Paid to Marriott Wardman Park hotel

The wire documentation and check fiches are enclosed at GF 000006 to GF 000027. All of the incoming wires listed above originated from the Gede Foundation account at Citibank.

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00783 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.305

Duncan, Paul

From: Cholis, Tom
Sent: Wednesday, August 18, 2004 11:02 AM
To: Ferko, Allison
Subject: JDA Family Trust

We are Trustee of the JDA Family Trust for the benefit of Jennifer Douglas Abubakar and her three minor children: Anthony Douglas, Abdulmalik Abubakar and Zara Abubakar. Jennifer lives in Potomac with her family and is a Professor at American or George Washington University. All are United States citizens. Her husband is the Vice President of Nigeria. I have given you his biography. He is not, however, a beneficiary of the Trust.

We succeeded Merrill Lynch as Trustee in 2001. They had invested aggressively and turned $6 Million in to $5 Million in 6 months. As a result Jennifer fired them and replaced them with us as directed trustee and Neuberger Berman as investment manager. We use three accounts to accommodate the styles used by Neuberger Berman.

CH200121 JDA FAMILY TRUST - FIXED INCOME
MARKET VALUE 1,609,717.13

CH200122 ¬JDA FAMILY TRUST - VALUE EQUITY
MARKET VALUE 2,183,739.11

CH200123 JDA FAMILY TRUST - BLEND EQUITY
MARKET VALUE 1,780,636.01

4/19/2007

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1129

JD_004176

ph44585 on D330-44585-7600 with DISTILLER

568402.306

REMOVAL OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR CO-TRUSTEES

I, Jennifer Douglas-Abubakar, as Protector of the JDA Family Trust dated October 10, 2000, remove Merrill Lynch Trust Company, FSB, as Trustee of that trust pursuant to the authority granted to me under the provision "Removal of Trustees." Also, I appoint Neuberger Berman Trust Company of Delaware and Francis Iwenjiora as successor co-Trustees of that trust pursuant to my authority under the provision "Overriding Power to Appoint Trustees." This removal shall be effective upon the acceptance of appointment as co-Trustees by Neuberger Berman Trust Company of Delaware and Francis Iwenjiora.

Dated: June 6, 2001

Jennifer Douglas-Abubakar, Protector

Acknowledged:

Dated: June 27, 2001

Merrill Lynch Trust Company, FSB

By: [illegible]

Its: Vice President + Trust Officer

Accepted:

Dated: June _____, 2001

Neuberger Berman Trust Company of Delaware

By: _____

Its: _____

Dated: June _____, 2001

_____
Francis Iwenjiora

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1130

JD_000216

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00785 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.307

Recv'd 7/23/01

Neuberger Berman Trust Company
605 Third Avenue
New York, NY 10158-3698
Tel. 212-476-9100
Fax 212-476-9109

NEUBERGER BERMAN

Elizabeth L. Mathieu
President & CEO
Tel 212.476.9105
Fax 212.476.9109
E-mail emathieu@nb.com

June 22, 2001

Ms. Jennifer Douglas-Abubakar
Protector
JDA Family Trust
9731 Sorrel Ave.
Potomac, MD 20854

Dear Ms. Douglas-Abubakar:

In connection with our agreement to serve as a co-trustee of the JDA Family Trust, we have agreed to the following fee which includes both trustee and investment services: 1.5 percent on the equities allocation in the account and .3 percent on the fixed income allocation in the account. Pursuant to our discussion, we are targeting a 70 percent allocation to equities and a 30 percent allocation to fixed income. Based upon this allocation, we estimate the annual fee to be approximately 1.15 percent of the value of the account. In addition to this fee, all equity trades will be at .05 per share. We will waive any account servicing or base fees.

If you are in agreement with the proposed fee schedule, please countersign this letter and return to us for our files.

Sincerely,

Elizabeth L. Mathieu

ACCEPTED AND AGREED TO:

Jennifer Douglas-Abubakar

Jennifer Douglas-Abubakar, Protector

JD_000217

ph44585 on D330-44585-7600 with DISTILLER
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568402.308

JUL-24-2001 17:12 301 907 5510 99% P.02
TOTAL P.02

REVOCATION OF PRIOR APPOINTMENT
AND NEW
APPOINTMENT OF SUCCESSOR CO-TRUSTEES

On June ____, 2001, I, Jennifer Douglas-Abubakar, as Protector of the JDA Family Trust dated October 10, 2000, removed Merrill Lynch Trust Company, FSB, as Trustee of that trust pursuant to the authority granted to me under the provision "Removal of Trustees." Also, I appointed Neuberger Berman Trust Company of Delaware and Francis Iwenjiora as successor co-Trustees of that trust pursuant to my authority under the provision "Overriding Power to Appoint Trustees." This removal and appointment has not become effective because there has been no acceptance of appointment.

Today under the same authority, I confirm the removal of Merrill Lynch Trust Company, FSB; revoke my appointment as co-Trustees of Neuberger Berman Trust Company of Delaware and Francis Iwenjiora; and appoint Chevy Chase Trust Company as sole successor Trustee effective upon acceptance of its appointment.

Dated: July 20, 2001

Jennifer Douglas-Abubakar
Jennifer Douglas-Abubakar, Protector

Acknowledged:

Dated: July 25, 2001

Merrill Lynch-Trust Company, FSB
By: [illegible]
Its: Vice President + Trust Officer

Appointment Accepted:

Dated: July 20, 2001

Chevy Chase Trust Company
By: Thomas J. [illegible]
Its: MANAGING DIRECTOR

JUL-24-2001 17:09 CHEVY CHASE TRUST

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00787 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.309

CHEVY CHASE TRUST

MEMORANDUM

TO: **JDA Family Trust File**

FROM: **David W. Keister**

DATE: **July 23, 2001**

SUBJECT: **Amendment of JDA Family Trust**

The JDA Family Trust was established to provide for the needs and well-being of Jennifer Douglas-Abubakar and her family. Jennifer is designated in the Trust as Trust Protector, with certain protective rights and powers over the Trust, including the power to remove and replace the Trustee. Merrill Lynch Trust Company was named in the Trust as the initial Trustee. On July 20, 2001, Merrill Lynch was removed as Trustee and Chevy Chase Trust was named as successor Trustee. Jennifer's brother, Francis Iwenjiora, was subsequently named as a co-Trustee.

Jennifer and her family wish to segregate the role of trustee and investment advisor and have Chevy Chase Trust serve as directed Trustee and Neuberger Berman Trust Company serve as investment advisor. The Trust, as established, provided that the Trustee would be required to designate an investment advisor and delegate investment authority to that advisor, if it deemed such acts to be prudent. In order to revise the Trust to enable Jennifer to designate an investment advisor (from which we would take direction), the Trust agreement would have to be amended. The Trustee is the only party empowered to amend the Trust.

Chevy Chase Trust believes it is prudent, in the best interest of the Trust beneficiaries, and in the best interest of the Trustee, to make the amendment that permits Jennifer, as Trust Protector, to designate an investment advisor. We believe that such amendment provides additional protection to the Trustee in following the direction of the investment advisor. The form of the amendment, as prepared by her counsel, is attached hereto.

Agreed to:

Managing Director — Date: July 23, 2001

Managing Director — Date: July 23, 2001

Managing Director — Date: July 23, 2001

JD_000219

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00788 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.310

REVOCATION OF PRIOR APPOINTMENT
AND NEW
APPOINTMENT OF SUCCESSOR CO-TRUSTEES

On June ____, 2001, I, Jennifer Douglas-Abubakar, as Protector of the JDA Family Trust dated October 10, 2000, removed Merrill Lynch Trust Company, FSB, as Trustee of that trust pursuant to the authority granted to me under the provision "Removal of Trustees." Also, I appointed Neuberger Berman Trust Company of Delaware and Francis Iwenjiora as successor co-Trustees of that trust pursuant to my authority under the provision "Overriding Power to Appoint Trustees." This removal and appointment has not become effective because there has been no acceptance of appointment.

Today under the same authority, I confirm the removal of Merrill Lynch Trust Company, FSB; revoke my appointment as co-Trustees of Neuberger Berman Trust Company of Delaware and Francis Iwenjiora; and appoint Chevy Chase Trust Company as sole successor Trustee effective upon acceptance of its appointment.

Dated: July _____, 2001

Jennifer Douglas-Abubakar, Protector

Acknowledged:

Dated: July _____, 2001

Merrill Lynch Trust Company, FSB

By: _____

Its: _____

Appointment Accepted:

Dated: July _____, 2001

Chevy Chase Trust Company

By: _____

Its: _____

Dated: June 31 July, 2001

Francis Iwenjiora

JD_000220

ph44585 on D330-44585-7600 with DISTILLER

568402.311

Neuberger Berman National Trust Company
605 Third Avenue
New York, NY 10158-3698
Tel. 212.476.9100
Fax. 212.476.9109

NEUBERGER BERMAN

October 26, 2001

Ms. Jennifer Douglas-Abubakar
Protector
JDA Family Trust
9731 Sorrel Avenue
Potomac, MD 20854

Re: JDA Family Trust Blend Equity Account #057-38632
JDA Family Trust Value Equity Account #057-38631
JDA Family Trust Fixed Income Account #750-02026

Dear Ms. Douglas-Abubakar:

I am writing to welcome you as a client to Neuberger Berman Trust Company and to confirm certain aspects of our relationship.

The current investment objective of the aggregate portfolios is growth and income. The target asset allocation is 35% blend equity, 35% value equity and 30% taxable fixed income.

The annual fees that we will charge in our capacity as investment manager will be payable quarterly in arrears. They are calculated as a percentage of the market value of the marketable securities and cash in the accounts as of the close of trading on the last business day of March, June, September and December. They are calculated based upon the target asset allocations. The equity fee will be 1.50% of the market value. The commissions charged for equity transactions will be $0.05 per share. The fixed income fee will be 0.30% of the market value. There are no commissions charged for fixed income transactions.

Please note that we retain Neuberger Berman, LLC as our investment sub-advisor and the compensation for its investment management services is included in our fee.

If I can be of assistance, please do not hesitate to telephone me at (212) 476-9110.

Sincerely,

L. E. Solomon

Lisa E. Solomon, CTFA
Assistant Vice President

cc: Chevy Chase Trust, Trustee
Gregory P Francfort
Theodore P. Giuliano
Michael W. Kamen
Bruce S. Tanous

JD_000221

ph44585 on D330-44585-7600 with DISTILLER
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568402.312

CHEVY CHASE TRUST COMPANY

Chevy Chase Trust Company
7501 Wisconsin Ave, 14th Floor
Bethesda, MD 20814
240-497-5007
Fax: 240-497-5010

To:	Edward Weidenfeld, Esquire
Fax:	202-452-8938
From:	David W. Keister, Managing Director
Date:	February 20, 2004
Pages:	4 (includes this page)

Notes:

This facsimile transmission is intended only for the addressee shown above. It may contain information that is privileged, confidential, or otherwise protected from disclosure. Any review, dissemination, or use of this transmission or its contents by persons other than the addressee is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and mail the original to us at the above address.

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568402.313

CHEVY CHASE TRUST
Asset Management Group

David W. Keister
Managing Director and Chief Trust Officer
7501 Wisconsin Avenue, 14th Floor
Bethesda, Maryland 20814
240-497-5007 Fax: 240-497-5010
Email dkeister@chevychasetrust.com

February 20, 2004

BY FAX
Edward L. Weidenfeld, Esquire
The Weidenfeld Law Firm
888 17th Street, N.W.
Suite 900
Washington, D.C. 20006

Re: JDA Family Trust

Dear Ed:

This letter is in response to our conversations regarding changing the corporate trustee of the JDA Family Trust.

Jennifer Douglas Abubakar is granted the power in the trust instrument to remove the trustee. The transfer of the trust assets to the new corporate trustee (which I understand is Neuberger Berman Trust Company) pursuant to such removal would be made subject to the following:

1. receipt of executed trustee removal and appointment instruments;
2. receipt of transfer instructions from the new corporate trustee;
3. receipt of a Refunding Agreement signed by Jennifer and the new trustee in the form of the attached instrument; and
4. charge of our current trustee's fee prorated to the date of the transfer plus a final termination fee in the amount of $6,000.00.

Once we transfer the assets, we ask that Jennifer and the new trustee sign and send to us a Receipt in the form of the attached instrument.

Thank you for your attention to these matters, and please call me if you have any questions.

Sincerely,

David W. Keister

/dwk
enclosure

JD_000223

ph44585 on D330-44585-7600 with DISTILLER
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568402.314

JDA FAMILY TRUST
****
REFUNDING AGREEMENT

Upon the transfer by Chevy Chase Trust Company of the assets of the JDA Family Trust to Neuberger Berman Trust Company, as the successor corporate trustee of the JDA Family Trust, the undersigned shall refund to Chevy Chase Trust Company any part or all of such transfer to the extent necessary to pay and satisfy any claim, expense, or liability, including any amount payable to a taxing authority, incurred by or due from Chevy Chase Trust Company as a proper charge against the JDA Trust. In lieu of such refund, Neuberger Berman Trust Company may, upon receipt of written instructions from Chevy Chase Trust Company, pay directly to the appropriate payee the amount of any such claim, expense, or liability represented by Chevy Chase Trust Company to be due, provided that written proof of such payment is presented contemporaneously to Chevy Chase Trust Company.

Neuberger Berman Trust Company, Successor Trustee

By: _____

_____
Jennifer Douglas Abubakar, Trust Protector and Beneficiary

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568402.315

JDA FAMILY TRUST
****
RECEIPT

The undersigned agree and acknowledge that Chevy Chase Trust Company has transferred, and Neuberger Berman Trust Company has received, all of the assets of the JDA Family Trust, which includes Chevy Chase Trust accounts CH200121 (fixed income account), CH200122 (equity value account), and CH200123 (equity growth account), in full release of Chevy Chase Trust Company as trustee of the JDA Family Trust and in full discharge of its duties thereunder.

Neuberger Berman Trust Company, Successor Trustee

By: _____

Date: _____

_____
Jennifer Douglas Abubakar, Trust Protector and Beneficiary

Date: _____

ph44585 on D330-44585-7600 with DISTILLER
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568402.316

Page: 1 Document Name: untitled

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                    ACCOUNT CHARACTERISTICS                    PAGE 1 OF 17
CH200121  JDA FAMILY TRUST - FIXED INCOME
COMMAND ===>

****** ADMINISTRATIVE SECTION ******
   ACCOUNT LONG TITLE: JDA FAMILY TRUST - FIXED INCOME
        ADMINISTRATOR:   55: CORINE COCKRELL
 SENIOR ADMINISTRATOR:    1: NOT APPLICABLE
       INVESTMENT MGR:   45: NEUBERGER BERMAN
BACKUP INVESTMENT MGR:    0: * NONE *
            ACCOUNTANT:    1: UNASSIGNED
              ATTORNEY:    1: NOT ASSIGNED
           R/E OFFICER:    1: NOT APPLICABLE
            CONTROL ID:  446
         CONTROL GROUP:    1: N/A
                BRANCH:    1: UNASSIGNED
       INCEPTION DATE: 07/25/01
          DATE OPENED: 07/25/01
     TERMINATION DATE:
    ELIGIBLE TO CLOSE: YES
 MAX DISBURSEMENT AMT: UNLIMITED

    F1-HELP  F2-HINT  F3-END  F5-RFIND  F6-PRINT  F7-UP  F8-DOWN  F10-LEFT
```

Date: 1/12/2006 Time: 3:51:41 PM

JD_000226

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00795 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.317

REMOVAL OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR CO-TRUSTEES

I, Jennifer Douglas-Abubakar, as Protector of the JDA Family Trust dated October 10, 2000, remove Merrill Lynch Trust Company, FSB, as Trustee of that trust pursuant to the authority granted to me under the provision "Removal of Trustees." Also, I appoint Neuberger Berman Trust Company of Delaware and Francis Iwenjiora as successor co-Trustees of that trust pursuant to my authority under the provision "Overriding Power to Appoint Trustees." This removal shall be effective upon the acceptance of appointment as co-Trustees by Neuberger Berman Trust Company of Delaware and Francis Iwenjiora.

Dated: June 6, 2001

Jennifer Douglas-Abubakar
Jennifer Douglas-Abubakar, Protector

Acknowledged:

Dated: June 27, 2001

Merrill Lynch Trust Company, FSB

By: [illegible]

Its: Vice President + Trust Officer

Accepted:

Dated: June _____, 2001

Neuberger Berman Trust Company of Delaware

By: _____

Its: _____

Dated: June _____, 2001

_____
Francis Iwenjiora

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1130

JD_000031

ph44585 on D330-44585-7600 with DISTILLER
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568402.318

Acknowledgement Letter(s)	
1. Personal Trust/Gift (Accounts over $3 MM)	☒
2. Personal Trust/No Gift (Accounts less than $3 MM)	☐
3. Institutional/Gift(Accounts over $20 MM)	☐
4. Institutional/No Gift(Accounts under $20 MM)	☐
5. Frank Saul(All Accounts $10 MM +)	☐

CHEVY CHASE TRUST

☐ *Pre-Acceptance*
☒ *Account Acceptance*

Account Acceptance Form

☑ *OFAC Check*

Client Location
☒ Maryland ☐ Virginia ☐ Washington, D.C. ☐ Other:

Chevy Chase Trust Company Capacity
☐ Investment Manager ☐ Custodian ☐ Trustee ☒ Directed Trustee ☐ Other:

Investment Authority ☐ Discretionary ☒ Non-Discretionary

General Account Information

Account Name: JDA Family Trust – Equity (Value)	**Account Number: CH200122**
Fiscal Year End: 12/31	**Review Date: 8/01/01**
Major Account Name & No.: #1 Personal Trust	**Minor Account Name & No.: Irrevocable Trust #2**
Number of Sub-Accounts:	**Number of Investment Managers: 1**
Name of Investment Manager(s): Neuberger Berman	
Date Account Opened:	**Date Funded:**

	Yes	*No*	*N/A*	**Fee Information**	
				Custody MV: $1,871,600	ASB IM Fee:
Governing Document	☒	☐	☐	**Est. Annual Fee: $ 7,500**	**Custody MV Fee:**
IRS Determination Letter	☐	☐	☒	**Fee Exception: Yes – 60% Disc.**	**% Of Cash In Account: 10%**
Parties In Interest Roster	☐	☐	☒	**Fee Schedule: #417**	**Est. Fee From Cash: $6400**
Board Resolution Appt. CCTC	☐	☐	☒	Minimum Fee:	Transaction Fee:
Plan and Plan Amendments	☐	☐	☒	Holding Fee:	Annual Base Fee:
Bd. Res. Listing Auth. Signers	☐	☐	☒	Other Misc. Fee:	
Tax ID Number- CCTC obtaining #	☐	☒	☐	Ext. Real Estate/Closely Held Bus. Fees:	
From Merrill Lynch					*Yes* / *No*
				Is Appropriate Fee Language In Document	☒ / ☐
				Fee Charged	☒ / ☐

Comments: Fee 40 bps. We are replacing Merrill Lynch. Family has decided to split trustee and investment responsibility. T. Cholis & D. Keister have worked with counsel to provide adequate protection to CCTC.

Investment Information

	Yes	*No*	*N/A*
SEI Sweep Fund Disclosure Authorization Form or Authorizing Language in Document	☐	☐	☒
**** Investment Objectives:***			
Real Estate or Mortgages	☐	☒	☐
Closely Held Stock/Interests	☐	☒	☐
Restrictions by Client or Document	☐	☒	☐
Less Than Investment Grade Bonds	☐	☒	☐
Individual Holdings Over 15% of Equity Portfolio	☐	☐	☒
Sector Exposure Over 25% of Equity Portfolio and Over 150% of S & P 500 Weighting	☐	☐	☒
12b-1 Mutual Funds Held	☐	☐	☒
*Concentration of Assets *Not* Acceptable	☐	☐	☒
*Are securities *Not* on the CCTC Hold List – See Memo Attached	☐	☐	☒
*Participant Loan Held	☐	☐	☒
Will Account Be In The Collective Funds	☐	☐	☒
Is Appropriate Collective Funds Language In The Document	☐	☐	☒
Participant Loans Authorized	☐	☐	☒
*Are there any provisions in the legal document which appear to conflict with CCTC's Administrative Duties/Capabilities	☐	☒	☐

**** If you answer yes to any item with an (*) asterisk next to it, you must explain the circumstance in the full detail on the attached page under Additional Information.***

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1133

JD_000108

ph44585 on D330-44585-7600 with DISTILLER
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568402.319

	Yes	No	N/A
*Do any investments or account activity appear to violate ERISA Section 406 *(prohibited transactions)*	☐	☐	☒
*Are there any investments in the account not specifically permitted under the governing plan/trust document	☐	☐	☒
Voting Authority	☐	☐	☒
Pension Payroll	☐	☐	☒
Lump Sum Distribution	☐	☐	☒
1099-R	☐	☐	☒
EE Loans/Servicing	☐	☐	☒
ACH Authorization	☐	☐	☒

Trust Services:

Comments: Neuberger Berman has been selected by the protector as Investment Manager upon the amendment of the Trust by CCTC as Trustee pursuant to direction of the family and counsel.

Chevy Chase Officer/Other Contacts

Trust Administrative Officer: David Keister	Portfolio Manager: Neuberger Berman		
New Business Officer: Tom Cholis	Assisting Officer:		
Co-Fiduciary(s): Not at this time	Does Co-Fiduciary receive a fee	*Yes* ☐	*No* ☐
If Yes, what is the fee:			
Attorney: John Lahey, Esq.	Accountant:		
Actuary/Record Keeper:			

Referral Information

Referred By: John Lahey, Esq.	*Internal* ☐	*External* ☒
Private Banking Prospect:	*Yes* ☒	*No* ☐

Approved By:

	(President or Chief Trust Officer) Date:7/25/01
	(Managing Director – Sales) Date:7/25/01
	(Managing Director) Date:7/25/01

Copy Sent To Compliance Officer: *Yes* ☐ *No* ☐

Additional Comments:

If required, describe all assets in full detail including the nature of the asset, the risks involved in managing the asset, and your recommendation for retaining the asset.

Real Estate or Mortgages:

Closely Held Stock/Interest:

Restrictions by Client or Document:

Less than Investment Grade Bonds:

Individual Holdings Over 15% of Equity Portfolio:

Sector Exposure over 25% of Equity Portfolio & over 150% if S&P 500 Weighting:

12b-1 Mutual Funds Held:

OES or OERP Held:

Other Required Information:

Original to: L. Roberts
Copy to: C. Cusic, D. Keister, D. Kalin, T. Cholis, B. Lauer, K. Breznay, Portfolio Manager

*** If you answer yes to any item with an (*) asterisk next to it, you must explain the circumstance in the full detail on the attached page under Additional Information.***

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00798 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.320

CHEVY CHASE TRUST
Asset Management Group

David W. Keister
Managing Director and Chief Investment Officer
7501 Wisconsin Avenue, 14th Floor
Bethesda, Maryland 20814
240-497-5007 Fax 240-497-5010
Email: dkeister@chevychasetrust.com

November 14, 2001

Neuberger Berman
605 Third Avenue
New York, New York 10158
ATTN: Claudia Carmona

Re: JDA Family Trust Accounts (Our Account Nos. CH200121; CH200122; CH200123)

Dear Ms. Carmona:

Please be advised that Lisa Roberts, who has been your key contact person at Chevy Chase Trust, is no longer employed here. Lisa Saunders is taking over these duties and is now the person to contact regarding JDA Family Trust matters. Lisa Saunders' telephone number is 240-497-5061. Her fax number is 240-497-5016. I would appreciate your making a note of these changes.

Please do not hesitate to call me if you have any questions.

Sincerely,

David W. Keister

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1134

JD_000227

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00799 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.321

Milner, Carly

From: Cockrell, Corine
Sent: Tuesday, February 12, 2002 10:19 AM
To: Keister, David
Subject: RE: . JDA Accts.

Yes, I do think it is a good idea for you and I to meet prior to meeting with Lisa.

REDACTED

-----Original Message-----
From: Keister, David
Sent: Tuesday, February 12, 2002 9:48 AM
To: Cockrell, Corine
Subject: JDA Accts.

Corine -- Let's discuss this matter before we meet with Lisa. Transitioning back to you may make sense from a client-servicing perspective, but I think we also need to be careful about your time and not loading too much on your desk. The original thought in moving this to Lisa was that it was more efficient for her to deal with the outside managers since she does this on a regular basis. Let me know if Lisa said anything to you about this and also what your thoughts are. I'm certainly open-minded about making the change but I just want to make sure we won't be sorry later on. Thanks for your input.

-----Original Message-----
From: Cockrell, Corine
Sent: Tuesday, February 12, 2002 9:04 AM
To: Keister, David
Subject: JDA Accts.

When schedules permit, I would like for us to meet with Lisa Saunders to discuss the transitioning of the reconciliation of the above-referenced accounts with Bernstein and or Neuberger Berman Statements back to my desk. If that is okay with you.

I will tentatively schedule a meeting for Wednesday or Thursday of this week.

Thanks,
Corine

REDACTED

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LEHMAN BROTHERS

Joseph F. Collins, III
Senior Vice President
Chief Fiduciary Officer
Tel: (212) 476-5320
Fax: (212) 476-9109
Email: joseph.collins@lehman.com

February 7, 2006

Mrs. Jennifer Douglas-Abubakar
9731 Sorrel Avenue
Potomac, MD 20854-4732

Re: JDA Family Trust

Dear Mrs. Douglas-Abubakar:

As you may know, Lisa Solomon, the individual responsible for the day-to-day administrative matters in your account, recently resigned from Lehman Brothers Trust Company, N.A. On January 23, 2006, we hired Greg Fornasar as Vice President to assume the administrative responsibilities for Lisa's accounts.

Prior to joining Lehman Brothers Trust Company, N.A., Greg worked for approximately ten years as a trusts and estates attorney in private practice, most recently with the international law firm of Paul, Hastings, Janofsky & Walker LLP. I have been spending time with Greg to bring him up-to-date on all administrative aspects of your account. Greg can be reached by phone at (212) 476-9212 and by e-mail at gregory.fornasar@lehman.com, or a fax can be sent to his attention at (212) 476-9109. Nevertheless, please always feel free to communicate with me directly should there ever be an occasion when you need my assistance.

This change will have no effect on the management of your investments or any other part of your relationship with Lehman Brothers Trust Company, N.A. Greg will be working with the portfolio managers who currently manage the trust's portfolio and with Bruce Tanous who will continue to act as your relationship manager with respect to the trust.

We appreciate your continued confidence in Lehman Brothers Trust Company, N.A., and we look forward to maintaining and enhancing your relationship with us. If you should have any questions, please feel free to contact either Greg or myself.

LEHMAN BROTHERS TRUST COMPANY, N.A.
605 THIRD AVENUE, 44TH FLOOR
NEW YORK, NEW YORK 10158

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LEHMAN BROTHERS

Sincerely yours,

Joseph F. Collins, III
Senior Vice President

cc: Corine Cockrell

JD_000242

ph44585 on D330-44585-7600 with DISTILLER

568402.324

= Redacted by the Permanent Subcommittee on Investigations

[redacted]

CHEVY CHASE BANK

Signature Card

PRIMARY ACCOUNT HOLDER SIGNATURE	SIGNATURE 2
Jennifer Douglas	Cynthia J. Ticao
SIGNATURE 3	SIGNATURE 4

[illegible]

Account No.: 196-430326-5 Date: 02/01/02 120102

Account No.:

Account Type: NON-PROFIT ORGANIZATION 02/04

Liquid Sig Req (Signature: __ of __ For Amounts Over $ _____

Name (1) GEDE FOUNDATION, INC,

Name (2)

Name (3)

Short Name: GEDEFOUNDATIONINC ZZ

Address: 1825 EYE ST NW SUITE 400

Address:

City, State, Zip: WASHINGTON, DC 20006

New ☐ Add ☐ Change ☐ Update ☐

Signature

Mgr. Approval/Comments:

NC: ☒ EX/MISC.:

Tax ID: [redacted]

Home #: (301) [redacted]

Work #: (202) [redacted] Ext:

Int'l Phone #:

MMN:

Chex: X XSell: Branch: 00196 Emp ID: 0197928

Authorized signers ORG JENNIFER E DOUGLAS

CYNTHIA TICAO

(1) JENNIFER E DOUGLAS Tax ID [redacted] DOB: 07-17-60

ID Type: DL State/LOC: POTOMAC Iss Dt: 07-22-00 ID#: [redacted]

(2) CYNTHIA TICAO Tax ID: [redacted] DOB: [redacted]

ID Type: PA

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

(Substitute IRS Form W-9)

Under the penalties of perjury, I certify that:

☐ The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

☐ I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

☐ I am a U.S. person (including a U.S. resident alien).

☐ Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdin because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

☐ Check this box and account items 1-3 above if none of the account owners are U.S. citizens or U.S. resident aliens. Backup withholding will apply unless each account holder provides either an IRS Form W-9 or a TIN.

Data Entry

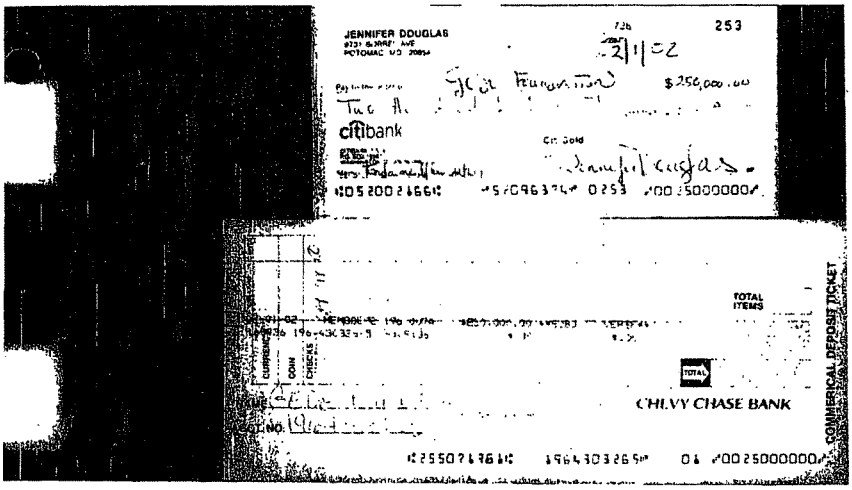
Permanent Subcommittee on Investigations

EXHIBIT #134 - FN 1135

GF_000001

ph44585 on D330-44585-7600 with DISTILLER

568402.325



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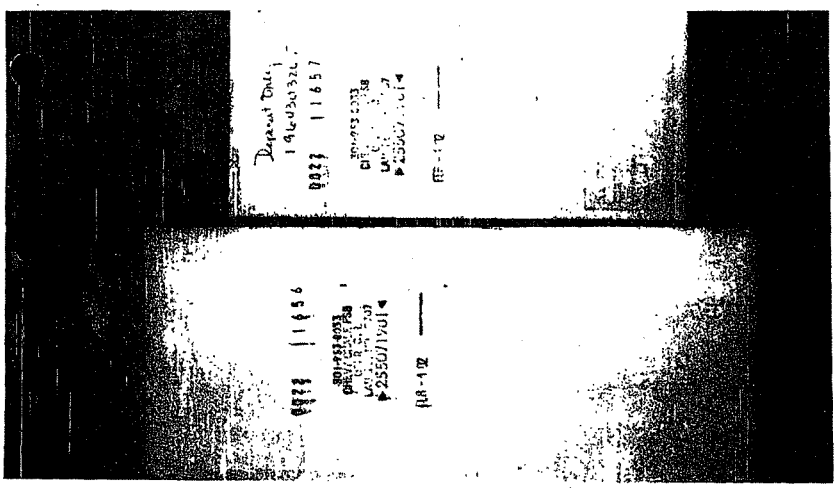

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GEDE Foundation History
(Per Foundation website)

Three years ago...in 2002

- Gede Foundation was registered as a 501(c)3 nonprofit organization in Washington, D.C., USA
- From founder's basement in Maryland, the office was moved to 1825 Eye St., NW, Suite 400, Washington, D.C., 20006.
- By May, the Nigeria Office was established and occupied its office at Plot 2813, No. 9, Zaire Crescent, Off Danube Street, Maitama, Abuja, Nigeria by October.
- Mrs. Dayo Keshi, former Vice President of the Foundation, conducted visits and established initial linkages with organizations working for Orphans and Vulnerable Children (OVC).
- In September, Gede Foundation started working with the Organization for Positive Productivity (OPP) towards a nutrition program that will benefit people living with HIV/AIDS (PLWHA's) Members of the Catholic Action Committee on AIDS, a support group of people living with HIV, were the beneficiaries of said program. Through the guidance of a dietician, members were taught to prepare some nutritive foods, raw materials of which are available locally.
- A committee was set up to study and package a scholarship program for OVCs.

In 2003...

- **March 24:** Gede Foundation organized a seminar on "HIV/AIDS: The Role of the Mass Media in Creating Awareness on the Issues of Stigma and Discrimination" for over 200 members of the media. Held at the Nicon Hilton (Abuja), the event officially introduced Gede Foundation to the community.
- **March 26:** Focus group meeting with representatives of NGOs from different parts of Nigeria with the theme, "HIV/AIDS in Nigeria. Situation Assessment and Challenges to Prevention and Control."
- **June 5:** Official launching of the Gede Foundation website (www.gedefoundation.org).
- **June 24:** Official registration of Gede Foundation in Nigeria.
- **July 17:** Submission of land application for the Gede Foundation permanent site in Abuja.
- **August 1:** Inauguration of the Nutrition Committee, after which the Nutrition/Food Support Program was established with the Catholic Action Committee on AIDS (CACA).
- **Early September:** Selection of twenty one (21) orphans for the OVC Scholarship Pilot Program in Abuja. Registration in various schools followed
- **September 19:** Gala Fundraising Dinner held at the Wardman Park Hotel in Washington, D.C.
- **October:** Establishment of the Gede AIDS & Infectious Diseases Research Institute.
- **November 29:** Held a seminar to celebrate World AIDS Day with the theme, "Tackling Stigma and Discrimination of OVCs in Nigeria."

In 2004...

- Opened GAIDRI consultancy services to patients in Abuja and the surrounding areas.
- Enrollment of 21 beneficiaries of the OVC Scholarship Program for the Second Term
- **January 17:** Assessment and intervention meeting for psychosocial support with OVC beneficiaries and their guardians. Involved free testing for HIV and malaria.
- **January 26:** Inauguration of the International Advisory Board in Washington, DC, USA.
- **February:** Focus group discussion with stakeholders on "Understanding the Behavioral Components and Community Perception of HIV/AIDS vaccine trials in Nigeria."
- **March 18:** The very first Governing Board Meeting was held in Abuja
- Inauguration of the International Review Board
- **April:** A monitoring and evaluation exercise for the first batch of OVC scholars was held at the Children's Zoo in Asokoro, Abuja. Apart from the zoo visit they participated in an interactive discussion on health issues. Each child received a gift package from a donation made by Gede Foundation volunteer, Ms. Daphna Katz.
- **May 25:** Held an "Interactive Seminar on Development and Clinical Trials of Vaccines & Drugs for HIV/AIDS and Other Infectious Diseases."
- **July 11-16:** Presentation of a poster at the XV International AIDS Conference in Bangkok, Thailand by Claire Ebegbare (Program Officer) on "Mitigating the Social Effects of HIV/AIDS on Orphans and Vulnerable Children (OVC) in Abuja."
- **July 12:** Gede Foundation donated the following:
  - 1 color TV 14" sharp model
  - 1 Multisystem VHS Video player sharp model A-10

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GEDE Foundation History
(Per Foundation website)

- 1 Cloned Desktop Computer CPU and 14" Monitor
- 1 each of keyboard, 2D mouse,mini speakers
- 1 carton full of Nevirapine 200mg x 3000 tablets and,
- 30 bottles of Neviraphine syrups 50mg/5 in its effort to kick off PMTCT activities at the Maitama District Hospital

- **July 26-28**: Conducted an Advocacy and Skills Building Workshop for PMTCT Coordinators in the South South in Calabar, Cross River State. The workshop was facilitated in collaboration with The Federal Ministry of Health (FMoH) and the POLICY Project.
- **July 29-30**: Advocacy visits were made to the governors of Akwa Ibom and Cross River States to ensure government commitment to enforce PMTCT in the aforementioned states.
- **August 30- September 3**: The PMTCT unit commenced PMTCT/VCT Training for Health and Social Workers in Abuja, Nigeria.
- **November**: The PMTCT unit established PMTCT sites in Maitama District Hospital and Gwangwalada Township Center in Abuja, Nigeria.

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CHEVY CHASE BANK

P.O. BOX 1296
LAUREL, MD 20707
301-987-BANK
800-987-BANK (out of area)
[illegible]92 (TDD)

STATEMENT OF ACCOUNT

PAGE 1 OF 1

ACCOUNT NUMBER
196-430326-5

GEDE FOUNDATION INC
1825 EYE ST NW #400
WASHINGTON DC 20006

STATEMENT DATE
February 28, 2002

ITEMS ENCLOSED
3

21

-------COMMERCIAL CHECKING SUMMARY ----------

BEGINNING BALANCE ON FEBRUARY 1, 2002		0.00
DEPOSITS AND OTHER CREDITS	+	250,000.00
CHECKS PAID	-	145,000.00
WITHDRAWALS AND OTHER DEBITS	-	8,678.04
INTEREST CREDITED	+	0.00
SERVICE CHARGES	-	0.00
ENDING BALANCE ON FEBRUARY 28, 2002		$ 96,321.96

--------CHECKS PAID----------

CHECK #	DATE	AMOUNT	REFERENCE	CHECK #	DATE	AMOUNT	REFERENCE
1	FEB 13	10,000.00	03027096	3	FEB 26	5,000.00	03531472
2	FEB 13	130,000.00	03027097				

*INDICATES GAP IN CHECK SEQUENCE.

--------ACCOUNT ACTIVITY----------

DATE	DEPOSIT	WITHDRAWAL	TRANSACTION DESCRIPTION	
FEB 4	250,000.00		CUSTOMER DEPOSIT	0001655944
FEB 11		1,756.82	WITHDRAWAL	
FEB 11		6,868.50	WITHDRAWAL	
FEB 21		52.72	CHECK PRINTING CHARGE	

--------BALANCE SUMMARY----------

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
FEB 1	0.00	FEB 11	241,374.68	FEB 21	101,321.96
FEB 4	250,000.00	FEB 13	101,374.68	FEB 26	96,321.96

--------TAX INFORMATION SUMMARY----------

2002 INTEREST AND WITHHOLDING INFORMATION	ACCOUNT NUMBER	YEAR-TO-DATE INTEREST AMOUNT	YEAR-TO-DATE FED. WITHHOLDING
	196-430326-5	0.00	0.00

www.chevychasebank.com

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1137

GF_000006

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568402.330

Duncan, Paul

From: Tanous, Bruce [BTanous@nb.com]
Sent: Friday, December 12, 2003 9:34 AM
To: York, Oliver; Keister, David
Subject: FW: Possible Withdrawl

[redacted] = Redacted by the Permanent Subcommittee on Investigations

fyi

Bruce S. Tanous
Regional Vice President
Neuberger Berman
1399 New York Ave., NW
Washington, DC 20005
(202) 220-5900
fax (202) 220 5902
1 (866) 267-4899

-----Original Message-----
From: JDoug52928@[redacted] [mailto:JDoug52928@[redacted]]
Sent: Wednesday, December 10, 2003 9:36 AM
To: Tanous, Bruce; dkeister@ChevyChaseTrust.com
Subject: RE: Possible Withdrawl

Hi Bruce, David,

Just want to alert you of a possible withdrawal on the account. I am trying to open a HIV/AIDs center (that would incorporate testing, counselling, and HIV/AIDS awareness education) in Nigeria. I need certain equipments for the center. While we have gotten over a million in funding, we need extra money to buy our equipments, until other promised funding comes in.

I have applied to my bank for the loan. They have not turned me down but in the event they do, I will have to withdraw the sum of $400,000.00 (four hundred thousand) to buy the equipments needed for the center. The monies will be returned as well.

I will send you an email to that effect, if the need arises.

I will be going away for Christmas next week. I wish you all a very happy Christmas and a happy New Year. All the best in the coming year.

Jennifer Abubakar

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4/19/2007

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1140

JD_000255

Keister, David

To: Jennifer Douglas-Abubakar (E-mail)
Cc: Bruce S. Tanous (E-mail) (E-mail) (E-mail); Cholis, Tom
Subject: Possible Withdrawal

Dear Jennifer --
I hope that you and your family are well. For some reason, I did not receive your earlier e-mail regarding the possible $400,000 withdrawal. Bruce Tanous did call us about it, however. There are some issues I believe we should discuss regarding this matter. As you know, the JDA Family Trust was established to provide benefits for you and your family. The purpose of the withdrawal, as I understand it, is to fund a foundation to help people in need outside of your family. As wonderful a goal as that is, there are legal restrictions on the use of these trust funds that may prevent us from making such a distribution. I am reviewing the trust language now to see what it says in that regard. I also think that your attorney should review this matter to determine tax consequences and review other legal issues. Please call me at your earliest convenience to discuss this further, including whether this is time sensitive (i.e., needs to be done before year-end).
Best regards,
David

David Keister
Chevy Chase Trust
240-497-5007
dkeister@chevychasetrust.com

e-mail sent
12/12/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1141

JD_000253

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568402.332

Keister, David

From: Tanous, Bruce [BTanous@nb.com]
Sent: Monday, December 15, 2003 10:50 AM
To: Keister, David
Subject: FW: Possible Withdrawal

[redacted] = Redacted by the Permanent Subcommittee on Investigations

fyi

Bruce S. Tanous
Regional Vice President
Neuberger Berman
1399 New York Ave., NW
Washington, DC 20005
(202) 220-5900
fax (202) 220 5902
1 (866) 267-4899

-----Original Message-----
From: JDoug52928@aol.com [mailto:JDoug52928@[redacted]]
Sent: Friday, December 12, 2003 2:01 PM
To: dkeister@ChevyChaseTrust.com
Cc: Tanous, Bruce; tcholis@ChevyChaseTrust.com; JDoug52928@[redacted]
Subject: Re: Possible Withdrawal

← never received

(Tom also never received)

Hi Mr. Keister,

Thanks for your email. First of all, the money is a loan to me and I have a right to request that. I could have equally said that I need it to make a purchase for something. The money is coming back to the Trust so it is not a withdrawal that I am taking that is not coming back.

Is there any restrictions on me withdrawing or taking a loan from the account? I have tried to call your office with no reply. Kindly send the money to the account that I have suggested and consider it a loan to be repaid back. I hope this will be accomplished by today or Monday. Thanks for your attention to this matter.

Jennifer Abubakar

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12/15/03

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1142

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568402.333

Keister, David

From: Tanous, Bruce [BTanous@nb.com]
Sent: Friday, December 12, 2003 9:34 AM
To: York, Oliver; Keister, David
Subject: FW: Possible Withdrawl

Received on 12/12

fyi

Bruce S. Tanous
Regional Vice President
Neuberger Berman
1399 New York Ave., NW
Washington, DC 20005
(202) 220-5900
fax (202) 220 5902
1 (866) 267-4899

[redacted] = Redacted by the Permanent Subcommittee on Investigations

-----Original Message-----
From: JDoug52928@[redacted] [mailto:JDoug52928@[redacted]]
Sent: Wednesday, December 10, 2003 9:36 AM
To: Tanous, Bruce; dkeister@ChevyChaseTrust.com
Subject: RE: Possible Withdrawl

Never received on 12/10

Hi Bruce, David,

Just want to alert you of a possible withdrawal on the account. I am trying to open a HIV/AIDs center (that would incorporate testing, counselling, and HIV/AIDS awareness education) in Nigeria. I need certain equipments for the center. While we have gotten over a million in funding, we need extra money to buy our equipments, until other promised funding comes in.

I have applied to my bank for the loan. They have not turned me down but in the event they do, I will have to withdraw the sum of $400,000.00 (four hundred thousand) to buy the equipments needed for the center. The monies will be returned as well.

I will send you an email to that effect, if the need arises.

I will be going away for Christmas next week. I wish you all a very happy Christmas and a happy New Year. All the best in the coming year.

Jennifer Abubakar

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12/12/03

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1143

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568402.334

FROM : FAX NO. : Jan. 26 2001 04:13PM P 4

[redacted] = Redacted by the Permanent Subcommittee on Investigations

JDA Family Trust
Loan to Jennifer Douglas-Abubakar, Trust Beneficiary
Authorization Agreement for ACH Transfer of Funds

I understand that Chevy Chase Trust Company, Trustee of the JDA Family Trust, will make a loan of $400,000 to me during the month of January 2004, pursuant to the Trust provisions and in furtherance of the purposes of the Trust. I hereby authorize and request Chevy Chase Trust Company to make loan payments to me by initiating credit entry(s) to my Checking/Savings account indicated below in the bank or institution named below, hereinafter called BANK.

Citibank, NA
Bank Name

9812 Falls Rd Potomac MD ~~20854~~
Bank Address

Potomac
Branch – If Applicable

Routing No.: 052002166 25407116
Bank Transit & Routing Number (Obtain from Bank)

Potomac MARYLAND 20854
City State ZIP

301 - [redacted]

Account No.: 52096374
Participant's Bank Account Number

✓ Checking Savings
(Check Applicable Account Type)

It is understood that I may terminate this agreement at any time by written notification to Chevy Chase Trust Company.

I hereby authorize Chevy Chase Trust Company to debit my account for amounts in error not to exceed the original credit or for any payments made to BANK as of a due date subsequent to the death of myself.

Jennifer Douglas-Abubakar
Trust Beneficiary's Name (Please Print)

Jennifer Douglas-Abubakar
Trust Beneficiary's Signature

Joint Account Holder (If Applicable)

Signature of Joint Account Holder (If Applicable)

[redacted]
Social Security Number of Trust Beneficiary

Social Security Number of Joint Account Holder

Jan 10 2004
Date

Please attach a voided check to this form.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1146

JD_000283

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NON NEGOTIABLE

PROMISSORY NOTE

$ *400,000.00*
Washington, D.C.
January 12, 2004

FOR VALUE RECEIVED, the undersigned, an individual with an address of 9731 Sorrel Ave., Potomac, MD ("Maker"), unconditionally promises to pay to the order of the JDA Family Trust ("The Holder") c/o Chevy Chase Trust, at 7501 Wisconsin Ave., or at such other place as may be designated in writing by the holder, the principal sum of $400,000 together with interest in arrears from the date hereof on the unpaid principal balance, at the rate of 5.0 percent per annum.

Principal and interest shall be payable on demand.

All payments under this Note shall be in lawful money of the United States.

In no event shall the interest and other charges in the nature of interest hereunder, if any, exceed the maximum amount of interest permitted by law. Any amount collected in excess of the maximum legal rate shall be applied to reduce the principal balance.

All payments under this Note shall be applied first to late fees and costs, if any, second to interest then due, if any, and the balance to principal.

The Maker agrees to pay to the Holder all costs, expenses and reasonable attorney's fees incurred in the collection of sums due hereunder, whether through legal proceedings or otherwise, to the extent permitted by law.

This Note may be prepaid at any time, in whole or in part, without penalty or premium.

If any installment hereunder is not paid within 15 days of the date the same is due, the Maker shall pay to the holder a late charge equal to 6 percent of the overdue payment as liquidated damages, and not as a penalty.

After the maturity of this Note, or upon any default, this Note shall bear interest at the rate of *10.00* percent per annum, at the option of the Holder.

The Maker expressly waives presentment, demand, notice, protest, and all other demands and notices in connection with this Note. No renewal or extension of this Note, nor release of any collateral or party liable hereunder, will release the liability of Maker.

Failure of the holder to exercise any right or option shall not constitute a waiver, nor shall it be a bar to the exercise of any right or option at any future time.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1147

JD_000267

ph44585 on D330-44585-7600 with DISTILLER

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If any provision of this Note shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Note shall be governed by the laws of Maryland.

IN WITNESS WHEREOF, this Promissory Note is executed under seal on the day and year first above written.

Executed in the

presence of: MAKER

(Signature of witness) Jennifer Douglas Abubakar (Seal)

ph44585 on D330-44585-7600 with DISTILLER

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January 2 - February 1, 2004
CitiGold Account 52096374
CIS Account 62H07385

00020/R1/20/F907

CITIGOLD SERVICES
PO Box 769007
San Antonio, Texas 78245
For banking service call: (800) 756-1200.
Website: www.citibankonline.com

Jennifer Douglas
9731 SORREL AVE
POTOMAC MD 20854-4732

CitiGold is a service of Citibank, F.S.B., which provides banking and borrowing services, and its affiliate Citicorp Investment Services (CIS), member NASD/SIPC, which provides investment services. CitiFunds money market funds are held by the fund's Transfer Agent, State Street Bank. All other securities except annuities are held in a brokerage account with CIS as introducing broker and Citigroup Global Markets Inc., a member of NYSE/SIPC, as clearing broker. CIS, Citibank and Citigroup Global Markets Inc. are companies under the common control of Citigroup. State Street Bank is an independent entity. Annuities are held at the insurance companies indicated in the Annuity Section of the statement. The following summary portion of the statement is provided for informational purposes and includes assets held at different entities.

Account Value	Last Period	This Period
Deposits and Investments		
Checking		
High Interest Checking	36,268.09	19,783.53
Savings		
Insured Money Market Accounts	105,269.76	65,321.15
Investments held at Clearing Broker*		
Brokerage Net Value†	0.00	0.00
Total	$141,537.84	$85,104.68

Earnings Summary	This Period	This Year
Deposits and Investments		
Checking		
High Interest Checking	$22.98	$22.98
Savings		
Insured Money Market Accounts	51.39	51.39
Investments held at Clearing Broker*		
Brokerage	0.00	0.00
Total	$74.37	$74.37

* Investments and annuities are not bank deposits or FDIC insured, are not insured by any federal government agency are not obligations of or guaranteed by Citibank or Citicorp Investment Services and are subject to investment risks, including possible loss of the principal amount invested.
† Reflects margin loan provided by Clearing Broker.

END OF SUMMARY SECTION

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1148

B 00007128

568402.338

ph44585 on D330-44585-7600 with DISTILLER

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Fees & Rates Detail

Citibank gives you the benefit of lower charges and better rates as you maintain higher balance levels. When determining your rates and charges for this statement period, Citibank considers your average balance during the month of December in all of your qualifying checking, savings, investment, credit card, and loan accounts that you asked us to combine. These balances may be in accounts that are reported on other statemer To link additional eligible Citibank accounts for consideration for next month's balances please refer to phone number on page 1.

Rates and Charges	Your Combined Balance Range $100,000-$249,999
Rates	Preferred
Monthly Service Charge	None

Please refer to your CitiGold Addendum booklet for details on how to determine your annual fee, monthly fees and monthly charges. All fees assessed in this statement period will appear as charges in your checking account on your next CitiGold statement.

Checking

Checking Activity

High Interest Checking 52096374

Date	Description	Amount Subtracted	Amount Added	Balance
1/02/04	Opening Balance			36,268.08
1/07/04	Transfer from IMMA Direct Access Reference # 000356		25,000.00	61,268.08
1/08/04	Fee for Domestic Funds Transfer	12.50		61,255.58
1/08/04	Outgoing Domestic Funds Transfer CBDL WIRE TO GUARANTY TRUST B0	25,000.00		36,255.58
1/13/04	Withdrawal	62.50		36,193.08
1/13/04	Withdrawal	3,000.00		33,193.08
1/13/04	Withdrawal	4,500.00		28,693.08
1/13/04	Withdrawal	20,000.00		8,693.08
1/14/04	Transfer from IMMA Direct Access [redacted]		10,000.00	18,693.08
1/14/04	Incoming Wire Transfer WIRE FROM SEI TRUST CO P O BOX 1100 OAKS PA		280,000.00	298,693.08
1/15/04	Authorized Transfer CAPITAL ONE ONLINE PM[redacted]	2,080.41		296,612.67
1/15/04	Authorized Transfer AMERICAN EXPRESS ELEC RE[redacted]	4,475.71		292,136.96
1/15/04	Fee for Domestic Funds Transfer	12.50		292,124.46
1/15/04	Outgoing Domestic Funds Transfer CBDL WIRE TO GEDE FOUNDATION	260,000.00		32,124.46
1/15/04	Check # 502	3,300.00		28,824.46
1/20/04	Incoming Wire Transfer WIRE FROM SEI TRUST CO P O BOX 1100 OAKS PA		120,000.00	148,824.46
1/20/04	Transfer on 01/19 to Checking Direct Access Reference # 002814	8,000.00		140,824.46
1/21/04	Fee for Domestic Funds Transfer	12.50		140,811.96
1/21/04	Outgoing Domestic Funds Transfer CBDL WIRE TO GEDE FOUNDATION	120,000.00		20,811.96

= Redacted by the Permanent Subcommittee on Investigations

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568402.339

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Checking Continued

Checking Activity Continued

High Interest Checking 52096374

Date	Description	Amount Subtracted	Amount Added	Balance
1/23/04	Check # 504	6,296.46		14,515.50
1/27/04	Deposit BRANCH 430		1,766.97	16,282.47
1/27/04	Deposit BRANCH 430		3,308.06	19,590.53
1/28/04	Deposit BRANCH 430		170.02	19,760.55
1/30/04	Interest for 31 days, Rate 0.70%, Annual Percentage Yield 0.70%, Average Balance $38,751.16		22.98	19,783.53
	Total Subtracted/Added	456,752.58	440,268.03	
2/01/04	Closing Balance			19,783.53

[1] *Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.*

Checking Interest Summary

Interest Period	Average Daily Balance	Average Interest Rate	Interest Earned	Annual Percentage Yield Earned
1/02 - 2/01	$38,751.16	0.70%	$22.98	0.70%

Instant Availability for Deposited Checks

As of	Source of Coverage	Amount
2/01/04	Insured Money Market	65,321.15
2/01/04	Total Instant Availability	$65,321.15

Overdraft Protection

As of	Source of Coverage	Amount
2/01/04	Insured Money Market	$65,321.00
2/01/04	Total Overdraft Protection	$65,321.00

Savings

Insured Money Market Account

Insured Money Market 52096382

Date	Description	Amount Subtracted	Amount Added	Balance
1/01/04	Opening Balance			105,269.76
1/05/04	Transfer on 01/03[1] to Checking Direct Access Reference # 002555	5,000.00		100,269.76
1/07/04	Transfer to Checking Direct Access Reference # 000350	25,000.00		75,269.76
1/14/04	Transfer to Checking Direct Access Reference # 006413	10,000.00		65,269.76
1/30/04	Interest for 31 days, Rate 0.83%, Annual Percentage Yield 0.83%, Average Balance $73,334.27		51.39	65,321.15
	Total Subtracted/Added	40,000.00	51.39	
1/31/04	Closing Balance			65,321.15

[1] *Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.*

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Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states.

CITIBANK ACCOUNTS
The products reported on this statement have been combined into one monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balance for each bank product in the applicable transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS
FDIC Insurance:
The following bank deposits are FDIC insured up to applicable limits: Checking, Interest Checking, Insured Money Market Account, Certificates of Deposit and IRA & Keogh funds held in bank deposits.
In Case of Errors or Questions About Your Electronic Fund Transfers other than for Investment Transactions:
If you think your statement or record is wrong, or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown on the first page of your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.
Give us the following information:(1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days for non U.S. or merchant terminal transactions), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.
IRA, KEOGH OR SEP ACCOUNTS: Citibank, N.A. acts as Trustee of your Citibank IRA, Keogh and SEP accounts.

CREDIT PRODUCTS
Checking Plus - Fixed Rate and Variable Rate
Average Daily Balance: The Average Daily Balance is computed by taking the beginning balance on your account each day, adding any new advances and adjustments as of the day they are made, and subtracting any payments as of the day received, credits as of the day issued, and any unpaid Finance Charges or other fees and charges. This gives you a daily balance. Add up all the daily balances for the statement period and divide the total by the number of days in the statement period. This gives you the Average Daily Balance. For Checking Plus (variable rate), the Daily Periodic Rate and the corresponding Annual Percentage Rate may vary.
Finance Charge: The Finance Charge is computed by applying the Daily Periodic Rate to the principal balance of your account each day in the statement period. The resulting Finance Charges are totaled at the end of the statement period and disclosed on the statement as the "Finance Charge." You may verify the amount of the Finance Charge by (1) multiplying the Daily Periodic Rate by the Average Daily Balance for the statement period, and then (2) multiplying the result by the number of days in the statement period. (All of these numbers can be found in the table called "Finance Charge Computation"). Finance Charges are assessed on loans as of the day we pay your check or otherwise make funds available to you from your account. The total Finance Charges (interest) paid during the year will be shown on the first or second statement following year-end.
Other Information: Checks drawn against a business account are not acceptable as payment for a personal loan obligation.
Request for Credit Balance Refunds: If your statement shows a credit balance it means your loan payments have exceeded the total amount you owe. You may request a full refund of the credit balance by writing to us at the address shown on the first page of your statement.
Billing Rights Summary - In Case of Errors or Questions About Your Statement: If you think your statement is wrong or if you need more information about a transaction appearing in your statement, write to us at the address shown on the first page of your statement (Attn: Checking Plus) as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us at the phone number indicated, but calling us will not preserve your rights. In your letter, give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error and explain, if you can, why you believe there is an error, (4) If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question or any related finance or other charges.
Lines of credit (other than Checking Plus), loans and mortgages:
Information about these products on this statement is summary information as of your last individual product statement(s). You will continue to receive your regular monthly statement(s).

CREDIT CARDS
Information about your Citibank credit card account(s) on this statement is summary information as of your last credit card statement. You will continue to receive your regular monthly credit card statement(s). Citibank credit cards are issued by Citibank (South Dakota), N.A. AAdvantage® is a registered trademark of American Airlines, Inc.

Citibank is an Equal Housing Lender.

EQUAL HOUSING LENDER

Citibank® Banking Card, Citigold, Citiphone Banking, Checking Plus, MasterCard®, Visa®, Citibank Preferred Visa and MasterCard, Citibank Platinum Select, Driver's Edge, Checks-as-Cash, and Ready Credit are registered in the U.S. Patent and Trademark Office.

TO RECONCILE YOUR CHECKBOOK WITH THIS STATEMENT FOLLOW THESE SIMPLE STEPS

1. List in your checkbook any deposits, withdrawals and service charges which are shown on your statement, but not recorded in your checkbook. Adjust your checkbook accordingly.
2. Mark off in your checkbook all checks paid, withdrawals, or deposits listed on your statement.
3. List and total in the "Checks and Other Withdrawal Outstanding" column below all issued checks that have not been paid by Citibank together with any applicable check charges and all withdrawals made from your account since your last statement.
4. Deduct from your checkbook balance any service or other charge (including pre-authorized transfers or automatic deductions) that you have not already deducted.
5. Add to your checkbook balance any interest-earned deposit shown on this statement.
6. List the ending Balance at the end of the Checking Activity section.

7. Add deposits or transfers you recorded which are not shown on this statement.	
8. Total (6 and 7 above)	
9. Enter Total Checks & Other Withdrawals (see below)	
10. Balance (8 less 9 should equal Checkbook balance)	

Checks and Other Withdrawals Outstanding
(made by you but not yet indicated as paid on your statement)

Number or Date	Amount
Sum of check charges on above, if applicable	
Total	

2389

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B 00007131

568402.341

Global Id : **G0040212479101**

Value Dt: 1/21/2004 **Trn Amt: "$120,000.00"** **Status: 4** **Process: C**

Instr Dt : 1/21/2004

Send Ref : 0210006089GLD64

Ben Ref :

Originator

ID : X 000052096374
Name : JENNIFER DOUGLAS
Addr : 9731 SORREL AVE POTOMAC MD 2 085447
32

Beneficiary

ID : X 17581386
Name : GEDE FOUNDATION
Addr :

Originator Bank

ID : S GCNXUNAW457
Name : CITIBANK WASHINGTON FSB
Addr : 2000 L STREET - 3RD FLOOR
WASHINGTON DC 20036

Beneficiary Bank

ID : F 254070116
Name : CITICORP SAVINGS OF WASHINGTON
Addr : "WASHINGTON,DC"

Debited or Inter. Party

ID :
Name :
Addr :

Credited or Inter. Party

ID :
Name :
Addr :

Debited Party

ID :
Name :
Addr :

Credited Party

ID :
Name :
Addr :

Bbi Text :

Orig Bene :

Process Codes:	*Trxn Status Codes:*	*Party ID Type Codes:*
C = Clean	*1 = Repair*	*C = CHIPS Account*
A = Alpha Search	*2 = Cancelled*	*D = DDA Account*
V = Data Entry	*3 = Wait Ack*	*F = Fed Routing No*
F = Manl Repair	*4 = Finished*	*G = GL Account*
R = Repair	*5 = Future Refile*	*S = SWIFT ID*
N – Waive	*6 – Wait DTA*	*U – UID*
	7 = Wait SWIFT ACK	*X = External Account*
	8 = FA Advice Done	*N = No Party ID*
	9 – Returned Unpaid	*P – Non-Bank ID*

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1149

ph44585 on D330-44585-7600 with DISTILLER
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568402.342

Global Id : **G0040152853501**

Value Dt: 1/15/2004 Trn Amt: "$260,000.00" Status: 4 Process: C

Instr Dt : 1/15/2004

Send Ref : 0150005316GLD83

Ben Ref :

Originator

ID : X 000052098374
Name : JENNIFER DOUGLAS
Addr : 9731 SORREL AVE POTOMAC MD 2 085447
32

Beneficiary

ID : X 17581366
Name : GEDE FOUNDATION
Addr :

Originator Bank

ID : S GCNXUNAW457
Name : CITIBANK WASHINGTON FSB
Addr : 2000 L STREET - 3RD FLOOR
WASHINGTON DC 20036

Beneficiary Bank

ID : F 254070116
Name : CITICORP SAVINGS OF WASHINGTON
Addr : 'WASHINGTON,DC"

Debited or Inter. Party

ID :
Name :
Addr :

Credited or Inter. Party

ID :
Name :
Addr :

Debited Party

ID :
Name :
Addr :

Credited Party

ID :
Name :
Addr :

Bbl Text :

Orig Bene :

Process Codes:	*Trxn Status Codes:*	*Party ID Type Codes:*
C = Clean	*1 = Repair*	*C = CHIPS Account*
A = Alpha Search	*2 = Cancelled*	*D = DDA Account*
V = Data Entry	*3 = Wait Ack*	*F = Fed Routing No*
F = Marti Repair	*4 = Finished*	*G = GL Account*
R = Repair	*5 = Future Refile*	*S = SWIFT ID*
N = Waive	*6 = Wait DTA*	*U = UID*
	7 = Wait SWIFT ACK	*X = External Account*
	8 = FA Advice Done	*N = No Party ID*
	9 = Returned Unpaid	*P = Non-Bank ID*

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1150

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568402.343

[redacted] = Redacted by the Permanent Subcommittee on Investigations

GEDE FOUNDATION, INC.

Account 17581366 Page 2 of 2
Statement Period - Jan. 1 - Jan. 31, 2004

00001/R1/03F007/0

[redacted]

CitiBusiness Checking
0017581366

Beginning Balance: $35,302.63
Ending Balance: $61,794.71

Date	Description	Debits	Credits	Balance
1/05	ACH DEBIT CTICP PMNT SRVS MERCH FEES [redacted] Jan 05	35.00		35,267.63
1/13	BA DOM WIRE OUT	10,000.00		25,267.63
1/13	BUS / DIRECT ACCESS VIA BUSINESS ACCESS 000018	5,000.00		20,267.63
1/15	FUNDS TRANSFER WIRE FROM JENNIF R DOUGLAS 731 SORREL AVE Jan 15		260,000.00	280,267.63
1/15	BA DOM WIRE OUT	5,000.00		275,267.63
1/16	BA INT'L WT OUT	72,223.00		203,044.63
1/21	FUNDS TRANSFER WIRE FROM JENNIF R DOUGLAS 731 SORREL AVE Jan 21		120,000.00	323,044.63
1/21	ACH DEBIT CTICP PMNT SRVS MERCH CHBK [redacted] Jan 21	50.00		322,994.63
1/22	BA INT'L WT OUT	63,985.85		259,008.78
1/26	BA INT'L WT OUT	81,208.07		177,800.71
1/26	CHECK NO: 1006	135,981.00		41,819.71
1/28	FUNDS TRANSFER WIRE FROM OCEAN OIL SERVI ES LIMITED STH Jan 28		24,975.00	66,794.71
1/28	BA DOM WIRE OUT	5,000.00		61,794.71
	Total Debits/Credits	**378,482.92**	**404,975.00**	

Funds Availability Services

Good Customer Recognition
You may withdraw this amount of your check deposits on the next business day. **$5,000.00**
Please note, this is in addition to funds which would normally be available on that day.

[redacted]

IF YOU HAVE QUESTIONS ON:	YOU CAN CALL:	YOU CAN WRITE:
Checking	877-528-0990 (For Speech and Hearing Impaired Customers Only TDD: 800-945-0258)	Citibank, F.S.B. P.O. Box 19748 Washington, DC 20036-0748

For change in address, call your account officer or visit your branch.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1152

ph44585 on D330-44585-7600 with DISTILLER
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568402.344

Duncan, Paul

From: JDoug52928@[redacted]
Sent: Wednesday, October 20, 2004 4:16 PM
To: Cockrell, Corine
Subject: Re: Hello

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dear Colleen,

Thanks for very much for your email. I really don't like to bother if there is no problem though my heart drop a bit when I looked at the last statement (laugh). I see the stocks dropped a bit.

I am forcing to see about the repayment from the foundation for the loan they were given. Some of their grants didn't come through yet because the studies will start next year so the grants are still on hold by the funding organization. But, it will be paid back.

If I have any problems, I will certainly email you. Otherwise, take care and we will talk soon.

I might be making an addition but probably next year since I am expecting so I will like to add the baby after its born but that will be next year. Take care now.

Jennifer

4/19/2007

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1153

JD_000316

ph44585 on D330-44585-7600 with DISTILLER

568402.345

CHEVY CHASE BANK
Compliance Division

MEMORANDUM

TO: Judy DeMasi

FROM: Jeannell Graham

DATE: August 18, 2004

RE: JDA Family Trust

Chevy Chase Trust has established a JDA Family Trust for the benefit of Jennifer Douglas Abubakar and her three minor children: Anthony Douglas, Abdulmalik Abubakar and Zara Abubakar. All are United States citizens. Jennifer's husband happens to be Alhaji Atiku Abubakar who is the Vice President of Nigeria. You requested that a search be conducted to determine if the Abubakar's are Politically Exposed Persons (PEPs) and see if any information gathered would create a negative impact on the account relationship. The following are the findings.

Jennifer Douglas Abubakar, Anthony Douglas, Abdulmalik Abubakar, Zara Abubakar and Alhaji Atiku Abubakar names has been run through Bridger, no match was found and a Google name search has been performed and the findings are attached.

Recommendation: The Abubakar's are PEPs and, with the exception of this account, no other account relationships exist with the Bank. The account is considered high risk. To ensure compliance with the USA Patriot Act, we recommend that Chevy Chase Trust ensure that all CIP information has been obtained and the account be monitored on a monthly basis. Monitoring must be conducted to ensure activity is normal and commensurate with the type of activity expected for the Trust. Source of funds should be clearly identified and evaluated for reasonableness.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1157

JD_004350

ph44585 on D330-44585-7600 with DISTILLER

568402.346

Address:
9731 Sorrel Avenue
Potomac, MD 20854-4732

[1] Please note: Mrs. Jennifer Douglas-Abubakar is not named in the OFAC's Specially Designated Nationals & Blocked Persons (01/11/2006)

[2] According to the Washington Post Home Values and Recent Sales Database, the registered owner of this property is Ms. Jennifer Douglas (since 01/2000).

Background

The JDA Trust

The trust was established for the support and benefit of Jennifer Douglas-Abubakar and her three minor children: Anthony Douglas, Abdulmalik Abubakar and Zara Abubakar. She and her children are US citizens. Jennifer Douglas-Abubakar is the Co-trustee and Protector of the Trust. Her husband is Atiku Abubakar, the Vice President of Nigeria. Her husband provided the initial funding for the trust as a gift to Jennifer Douglas-Abubakar. She, in turn, funded the trust. Our understanding of the underlying rationale for the establishment of the trust was a desire on the part of Jennifer Douglas-Abubakar to place funds aside for the protection of herself and her children.

Jennifer Douglas-Abubakar

Jennifer Douglas-Abubakar is a PhD student at American University. She is the 4th wife of Atiku Abubakar. It appears that that her marriage is the source of her wealth. She is the founder, CEO and President of GEDE Foundation, a charity for AIDS in Africa. According to the web site, this charity has received a $30,000 grant from the World Bank. She has made multiple donations to both political parties using different versions of her name.

Her home was searched by the FBI in connection with the investigation of Rep. William Jefferson. The federal probe involves two African investments in which Rep. William Jefferson is being investigated for demanding payments and perks in exchange for his support. Her role in this investigation is not publicly known at this time.

Source of Funds

Atiku Abubakar, her husband, became Vice President of Nigeria in 1999. Prior to becoming Vice President, Mr. Abubakar was the chairman of seven Nigerian companies involved in oil services, insurance, pharmaceuticals, agriculture and the print media. From 1969 to 1989, he served in the Nigerian Customs and Excise service. Given the business practices that existed in Nigeria over this timeframe, the ability of the Trust Company to determine that his wealth was achieved through legal means is suspect.

Mr. Abubakar's home in the District of Columbia was also searched by the FBI in connection with the investigation of Rep. William Jefferson. Mr. Abubakar's role in the investigation is not publicly known at this time.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1164

ph44585 on D330-44585-7600 with DISTILLER
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Account Analysis

A review of all related accounts revealed the following:

The trust is invested in typical fixed income and equity instruments managed by Neuberger Berman. Except for the demand note described below, there are no unusual holdings.

On January 17, 2004, a $400,000 demand note was disbursed from the trust to "an individual with an address of 9731 Sorrel Ave, Potomac, MD. This person was Jennifer Douglas-Abubakar. Her stated purpose at the time of the disbursement was to loan the money to the GEDE Foundation, a charity for which she is the founder, CEO, and President. GEDE Foundation represents itself as a 501(c)3 charity and a Google search brought up multiple reports of its fundraising events in the Washington DC area. The trust document specifically authorizes the use of demand notes as a means for the grantor to pull monies from the trust to further her profession.

Recommendation

Based on the information above, Chevy Chase Trust Compliance is recommending that the Trust Company resign from the JDA Family Trust as trustee for the following reasons:

1. Mr. Abubukar's source of wealth is impractical to verify. Under the US PATRIOT Act, Chevy Chase Trust is obligated to conduct enhanced due diligence on its high risk accounts. Since Political Exposed Persons (PEPs) are high risk, Chevy Chase Trust must develop a reasonable belief that the source of funds is not derived from illegal activities. Obtaining sufficient proof in Mr. Abubukar's situation may not be possible. Failure to adequately document the source of funds for this relationship would increase the regulatory risk to the Trust Company.
2. The ongoing criminal investigation of Rep. William Jefferson could spread to Mr. Abubakar and his wife. If she were to be indicted, Chevy Chase Trust would be serving as co-trustee with person involved in suspected bribery of a US public official. Given the high degree of media that these cases are receiving currently, Chevy Chase Trust could be at increased reputation risk.

ph44585 on D330-44585-7600 with DISTILLER

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568402.348

CHEVY CHASE TRUST

MEMORANDUM

TO: Peter Welber, Executive Vice President
Chevy Chase Trust

FROM: Paul Duncan, Vice President
Chevy Chase Trust

SUBJECT: JDA Family Trust

DATE: January 30, 2006

[redacted] = Redacted by the Permanent Subcommittee on Investigations

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The purpose of this memorandum is to describe events surrounding a Politically Exposed Person (PEP) who is a co-trustee on the JDA Family Trust, assess the risk factors related to continuing this relationship, and recommend a course of action. Chevy Chase Trust ("the Trust Company") is the directed trustee for the JDA Family Trust. The co-trustee and grantor for the trust, Jennifer Douglas-Abubakar, is the wife of the Nigerian Vice President. Her home was recently searched by the FBI during an on-going investigation of Rep. William Jefferson of Louisiana for bribery. Her connection to this investigation is not publicly known at this time. After assessing the risks associated with this account as described below, Chevy Chase Trust Compliance is recommending that the Trust Company resign as trustee and terminate this relationship.

It is important to ensure the Trust Company has adequate controls and procedures in place to satisfy our *Know Your Customer* requirements. Critical to the Bank's *Know Your Customer* requirements is an enhanced due diligence step on certain customers and their account relationships. Without this enhanced due diligence the Bank can become subject to reputation, operation, legal, compliance or concentration risks. Each of these risks can result in significant financial cost. The following is the result of enhance due diligence steps completed regarding the overall relationship of the JDA Family Trust. The account relationships summary is as follows:

Date Opened	Acct Number	Account Title	Balance (12/31/05)
07/25/2001	CH200121	The JDA Family Trust-Fixed Income	$ 1,614,622.51
07/25/2001	CH200122	The JDA Family Trust-Value Equity	3,299,173.16
07/25/2001	CH200123	The JDA Family Trust- Blend Equity	2,158,258.59
		Total:	$ 7,072,054.26

CIP Information

The JDA Family Trust is the customer and Chevy Chase Trust, as trustee, has the original governing document establishing the trust.

Since Jennifer Douglas-Abubakar is the grantor and co-trustee, she is a control person related the trust. Her address and social security number are:

Social Security Number:
[redacted]

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1164

JD_000208

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00827 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.349

Address:
9731 Sorrel Avenue
Potomac, MD 20854-4732

[1] Please note: Mrs. Jennifer Douglas-Abubakar is not named in the OFAC's Specially Designated Nationals & Blocked Persons (01/11/2006)

[2] According to the Washington Post Home Values and Recent Sales Database, the registered owner of this property is Ms. Jennifer Douglas (since 01/2000).

Background

The JDA Trust

The trust was established for the support and benefit of Jennifer Douglas-Abubakar and her three minor children: Anthony Douglas, Abdulmalik Abubakar and Zara Abubakar. She and her children are US citizens. Jennifer Douglas-Abubakar is the Co-trustee and Protector of the Trust. Her husband is Atiku Abubakar, the Vice President of Nigeria. Her husband provided the initial funding for the trust as a gift to Jennifer Douglas-Abubakar. She, in turn, funded the trust. Our understanding of the underlying rationale for the establishment of the trust was a desire on the part of Jennifer Douglas-Abubakar to place funds aside for the protection of herself and her children.

Jennifer Douglas-Abubakar

Jennifer Douglas-Abubakar is a PhD student at American University. She is the 4th wife of Atiku Abubakar. It appears that that her marriage is the source of her wealth. She is the founder, CEO and President of GEDE Foundation, a charity for AIDS in Africa. According to the web site, this charity has received a $30,000 grant from the World Bank. She has made multiple donations to both political parties using different versions of her name.

Her home was searched by the FBI in connection with the investigation of Rep. William Jefferson. The federal probe involves two African investments in which Rep. William Jefferson is being investigated for demanding payments and perks in exchange for his support. Her role in this investigation is not publicly known at this time.

Source of Funds

Atiku Abubakar, her husband, became Vice President of Nigeria in 1999. Prior to becoming Vice President, Mr. Abubakar was the chairman of seven Nigerian companies involved in oil services, insurance, pharmaceuticals, agriculture and the print media. From 1969 to 1989, he served in the Nigerian Customs and Excise service. Given the business practices that existed in Nigeria over this timeframe, the ability of the Trust Company to determine that his wealth was achieved through legal means is suspect.

Mr. Abubakar's home in the District of Columbia was also searched by the FBI in connection with the investigation of Rep. William Jefferson. Mr. Abubakar's role in the investigation is not publicly known at this time.

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Account Analysis

A review of all related accounts revealed the following:

The trust is invested in typical fixed income and equity instruments managed by Neuberger Berman. Except for the demand note described below, there are no unusual holdings.

On January 17, 2004, a $400,000 demand note was disbursed from the trust to "an individual with an address of 9731 Sorrel Ave, Potomac, MD. This person was Jennifer Douglas-Abubakar. Her stated purpose at the time of the disbursement was to loan the money to the GEDE Foundation, a charity for which she is the founder, CEO, and President. GEDE Foundation represents itself as a 501(c)3 charity and a Google search brought up multiple reports of its fundraising events in the Washington DC area. The trust document specifically authorizes the use of demand notes as a means for the grantor to pull monies from the trust to further her profession.

Recommendation

Based on the information above, Chevy Chase Trust Compliance is recommending that the Trust Company resign from the JDA Family Trust as trustee for the following reasons:

1. Mr. Abubukar's source of wealth is impractical to verify. Under the US PATRIOT Act, Chevy Chase Trust is obligated to conduct enhanced due diligence on its high risk accounts. Since Political Exposed Persons (PEPs) are high risk, Chevy Chase Trust must develop a reasonable belief that the source of funds is not derived from illegal activities. Obtaining sufficient proof in Mr. Abubukar's situation may not be possible. Failure to adequately document the source of funds for this relationship would increase the regulatory risk to the Trust Company.
2. The ongoing criminal investigation of Rep. William Jefferson could spread to Mr. Abubakar and his wife. If she were to be indicted, Chevy Chase Trust would be serving as co-trustee with person involved in suspected bribery of a US public official. Given the high degree of media that these cases are receiving currently, Chevy Chase Trust could be at increased reputation risk.

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568402.351

January 20, 2006

Edward L. Weidenfeld, Esq.
The Weidenfeld Law Firm, P.C.
888 17th Street, NW, Suite 900
Washington, DC 20006

Dear Ed,

It is with sincere regret that I advise you, as we discussed on the phone this morning, that we must resign as Trustee of the JDA Family Trust. As I discussed the new regulatory obligations imposed on the Bank by the federal government are so onerous that the Bank has chosen not to continue the relationship.

Please convey my apologies to Jennifer. We have enjoyed our association. Naturally, we will provide a reasonable time to you to locate a successor and work with the successor to effect a smooth transition.

Sincerely,

Tom Cholis
Managing Director & Chief Fiduciary Officer

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1168

JD_000205

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568402.352

Gussow, Laurie

From: Duncan, Paul
Sent: Tuesday, December 04, 2007 11:27 AM
To: Weiber, Peter
Subject: FW: RE: Update - Jennifer Douglas Abubakar

Peter,

This is Cecelia's initial reaction to the JDA Family Trust situation. I will clarify certain facts with her that I think Ross didn't communicate fully. I think we will need to prepare her for the possibility that outside counsel will say we have no case.

Paul

Paul Duncan
ASB Capital Management LLC &
Chevy Chase Trust

From: Calaby, Cecelia [mailto:cacalaby@chevychasebank.net]
Sent: Tuesday, December 04, 2007 10:46 AM
To: Crumlish, Francis
Cc: Duncan, Paul
Subject: RE: Update - Jennifer Douglas Abubakar

Paul,

I think it's time to petition the court. I've never done that, and I don't think any of the other lawyers here have. Do either of the Toms (Cholis or Frank) have any feel for this process? If not, we should seek outside counsel.

Sorry it's come to this; we will help with obtaining outside counsel (although we should give Peter and the Toms the opportunity to suggest counsel they might like to use),
Cecelia

Cecelia A. Calaby
Senior Vice President and Chief Legal Officer
Chevy Chase Bank, F.S.B.
tel. 240-497-7332

-----Original Message-----
From: Crumlish, Francis
Sent: Thursday, November 29, 2007 4:34 PM
To: Calaby, Cecelia
Cc: 'pduncan@chevychasetrust..com'
Subject: Update - Jennifer Douglas Abubakar
Importance: High

Cecelia;

I need to get your views on next steps concerning a resolution to the Jennifer Douglas Abubakar matter -- the woman centrally involved in the bribery allegations concerning Congressman William Jefferson. I had an update conversation with Paul Duncan today.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1175

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Recall that, in late September, Ms. Abubakar wanted to wire $500K from one of her trusts to an entity in Abu Dhabi. The nature of this transaction was of sufficient concern for Chevy Chase Trust (CCT) to file a At the time, it was communicated to Ms. Abubakar through her attorney that CCT was seeking to resign as co-trustee, due to the various issues concerning this relationship, and requesting that Ms. Abubakar find another co-trustee within 60 days.

If Ms. Abubakar did not find another co-trustee, such that we could transfer all assets to that co-trustee, then CCT planned to petition the court to be released, and seek to pay the assets into the court's registry at the trust's expense.

The 60-day timeframe has almost expired. In the meantime, Ms. Abubakar has sought to transfer her trust assets to another financial institution. At least five foreign financial institutions with no presence in the United States have refused to take this business. CCT believes that she has a trust application with a small financial institution in Luxembourg pending, but CCT does not believe that this application will be accepted.

Paul is of the view that the options for CCT this point are:

1) Petition the court of the state of MD to be formally released as co-trustee, and transfer all assets to the state.

2) Liquidate the trust and send the assets via certified check to Ms Abubakar
3) Maintain the status quo
4) Seek to transfer the trust to an intermediary financial institution, who can work with Ms. Abubakar to find a permanent co-trustee.

I am of the view that option 3 is unacceptable at this point, and Paul shares this view. However, each of the other options, if exercised, is likely to have potentially unpleasant consequences.

The OTS Trust examiners will begin their exam of CCT in February, and their expectation is that CCT will have fully resolved this issue.

I'd like to discuss this, and get your views, during our meeting on Tuesday.

Thanks,
Ross

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Chevy Chase Bank
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568402.354

THE WEIDENFELD LAW FIRM
888 17TH STREET, N.W.
SUITE 900
WASHINGTON, DC 20006
PHONE: (202) 785-2143
FAX: (202) 452-8938

FACSIMILE TRANSMITTAL SHEET

TO: Tom Cholis	FROM: Edward Weidenfeld
TO:	DATE: September 12, 2007
FAX NUMBER: 240-497-5012	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	CC:
RE: JDA Trust	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Please contact me if you have any questions.

Thank you,

Edward Weidenfeld

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1177

JD_005474

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Jennifer Douglas Abubakar Family Trust
Francis Iwejiora, Co-trustee
9731 Sorrel Ave, Potomac, MD 20854

September 11, 2007

Gentlemen,

Chevy Chase Trust Company and I are trustees of the Jennifer Douglas Abubakar Trust created October 10, 2000 and Amended on July 23, 2001, "The JDA Family Trust" Under the terms of the JDA Family Trust, assets of the Trust are to be used for the support and to further best interests of Jennifer Douglas Abubakar and her children. Ms. Abubakar has determined that it is in the best interest of the Trust to change the current asset allocation of the Trust by reducing the present allocation of investment funds under the management of Neuberger Berman by 500,000.00 dollars and placing these funds under the management of Fairbros Investments FZ-LLC. Please make the necessary arrangements to transfer these funds as follows.

Beneficiary Fairbros Investments FZ-LLC
Bank National Bank of Abu Dhabi, Diera Branch
PO Box 4436, Dhabai UAE
Beneficiary Account Number- [redacted]
Swift Code- [redacted]
Corresponding Bank- Wachovia Bank, New York
Amount USD$ 500,000.00

Thank you for your assistance,

Francis Iwejiora 12th Sept 07

I confirm my agreement and ratify the instructions contained in the above correspondence.

Jennifer Douglas Abubakar Jennifer Douglas Abubakar Sept 12, 2007

JD_005475

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568402.356

CHEVY CHASE TRUST COMPANY

Thomas J. Cholis, Jr., Esq.
Chevy Chase Trust Company
7501 Wisconsin Avenue, 14th Floor
Bethesda, MD 20814
240-497-5042
Fax: 240-497-5012
Email: tcholis@chevychasetrust.com

To:	Edward Weidenfeld, Esq.
Fax:	202-452-8938
From:	Thomas J. Cholis, Jr., Esq.
Date:	September 14, 2007
Pages:	2

NOTES:

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1178

JD_005476

CHEVY CHASE TRUST
Personal Wealth Security

Thomas J. Cholis
Managing Director

tel 240.497.5042 fax 240 497.5014
7501 Wisconsin Avenue, 14th Floor, Bethesda, Maryland 20814
tcholis@chevychasetrust.com

September 14, 2007

Edward L. Weidenfeld, Esq.
The Weidenfeld Law Firm, P.C.
888 17th Street, NW, Suite 900
Washington, DC 20006

Dear Ed,

I acknowledge receipt of the letter of instruction from the Co-trustee of the JDA Trust, Francis Iwejier and approved by Jennifer Douglas Abukar which you faxed to us on September 12, 2007. Unfortunately, we are unable to comply with those instructions.

Our primary business is the investment management of individual's wealth. We do have trust powers and serve as a fiduciary primarily for our clients for whom we manage their investments. In a few limited circumstances we serve as directed trustee where another entity, well known to us, is the investment manager. In addition, we require that we retain custody of the assets and that the investments are publicly traded on an exchange and liquid.

Accordingly, we are unable to comply with the aforementioned direction.

Sincerely,

Tom

Thomas J. Cholis, Jr.
Managing Director &
Chief Fiduciary Officer

JD_005477

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THE WEIDENFELD LAW FIRM
888 17TH STREET, N.W.
SUITE 900
WASHINGTON, DC 20006
PHONE: (202) 785-2143
FAX: (202) 452-8938

FACSIMILE TRANSMITTAL SHEET

TO: Tom Cholis	FROM: Edward Weidenfeld
TO: Chevy Chase Trust	DATE: September 19, 2007
FAX NUMBER: 240-497-5012	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	CC:

RE: JDA Family Trust

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NOTES/COMMENTS:

Please Acknowledge This Has Been Received.

Thank You

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568402.359

Jennifer Douglas Abubakar Family Trust
Jennifer Douglas Abubakar, Trust Protector
9731 Sorrel Ave, Potomac, MD 20854

9/20/07 Per Mark D Ichman no cash available

September 18, 2007

Chevy Chase Trust
750 Wisconsin Avenue
Bethesda, MD, 20814

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Gentlemen,

In accordance with the provisions of the Jennifer Douglas Abubakar Family Trust created October 10, 2000 and Amended on July 23, 2001, ("The JDA Family Trust"), I hereby provide written notice to you that I am exercising my authority to remove you as trustee, effective immediately.

Francis Iwenjiora, who has served as Co-Trustee will now serve as the Sole Trustee of the "JDA Family Trust". Mr. Iwenjiora, with my consent has determined that it is in the best interest of the trust to reduce the present allocation of investment finds under the management of Neuberger Berman by $500,000 (dollars) and placing $500,000 (dollars) under the management of Faibros Investments FZ-LLC. Please make the necessary arrangements to transfer these funds as follows:

Beneficiary: Faibros Investments FZ_LLC
Bank: National Bank of Abu Dhabi, Deira Branch
PO Box 4426, Dubai UAE
Beneficiary Account Number: [redacted]
Swift Code: [redacted]
Corresponding Bank: Wachovia Bank, New York
Amount USD$: 500,000.00

I appreciate your agreement to remain custodian of the remaining "JDA Family Trust" asserts funds on a temporary basis and assure you that we will work expeditiously to transfer these assets to a new custodian. Thank you again for your continuing assistance and cooperation.

Sincerely,

Jennifer Douglas Abubakar

I confirm my agreement and ratify the instructions contained in the above correspondence

Francis Iwenjiora

Cc: Rick Szele
Neuberger Berman

301 - [redacted]

AGREED
Chevy Chase Trust
by: [illegible]

JD_005484

ph44585 on D330-44585-7600 with DISTILLER

568402.360

Gussow, Laurie

From: Crumlish, Francis [frcrumlish@chevychasebank.net]
Sent: Tuesday, September 25, 2007 11:00 AM
To: Duncan, Paul; Cholis, Tom; Calaby, Cecelia
Cc: Ferko, Allison; Weiber, Peter
Subject: RE: JDA Trust

I concur.

Ross

Ross Crumlish
VP-BSA/AML Compliance Officer
Chevy Chase Bank, FSB
(240) 497-7981 (ofc)
(240) 497-7919 (fax)

-----Original Message-----
From: Duncan, Paul [mailto:pduncan@ChevyChaseTrust.com]
Sent: Tuesday, September 25, 2007 10:36 AM
To: Crumlish, Francis; Cholis, Tom; Calaby, Cecelia
Cc: Ferko, Allison; Weiber, Peter
Subject: RE: JDA Trust

Ross, REDACTED

I think we will need to file a on this disbursement. The lack of public information is no surprising given that the investment is new. However, we are not in a position to ask the client for their due diligence document. The would essential state that:

a) The investment is to an off-shore investment with no public information available, and
b) The investment appears to be inconsistent with the purpose of the trust. The trust is designed to be a nest-egg to protect an American citizen and her children. To have an illiquid, off-shore investment that makes up approximately 7% of the trust would be unusual for a relationship this size and it is not consistent with the prior history of this relationship.

I think that these two facts may be enough grounds to meet the threshold. If you concur, I'll draft the narrative piece of the and contact Kevin Smith to file.

REDACTED

Paul

Paul Duncan
ASB Capital Management LLC &
Chevy Chase Trust

From: Crumlish, Francis [mailto:frcrumlish@chevychasebank.net]
Sent: Tuesday, September 25, 2007 9:33 AM

8/24/2008

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1180

JD_005703

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568402.361

To: Cholls, Tom; Duncan, Paul; Calaby, Cecelia
Cc: Ferko, Allison; Welber, Peter
Subject: RE: JDA Trust

Thanks, Tom.

Paul, do you have any more info on the recipient of the funds from your due diligence?

Ross

Ross Crumlish
VP-BSA/AML Compliance Officer
Chevy Chase Bank, FSB
(240) 497-7981 (ofc)
(240) 497-7919 (fax)

-----Original Message-----
From: Cholls, Tom [mailto:tcholls@ChevyChaseTrust.com]
Sent: Friday, September 21, 2007 1:55 PM
To: Duncan, Paul; Calaby, Cecelia; Crumlish, Francis
Cc: Ferko, Allison; Welber, Peter
Subject: RE: JDA Trust

Peter has authorized me to advise Ed Weidenfeld that we will wire the $500,000 as requested and if they do not provide transfer instructions to a new custodian/trustee within 60 days, we will petition the court at the trust's expense to be released and if necessary sell the assets and deliver the proceeds to the court registry.

Tom

CHEVY CHASE TRUST
Personal Wealth Security

Thomas J. Cholls
7501 Wisconsin Avenue
Bethesda, Maryland 20814
tel 240.497 5042
fax 240.497 5012
www.ChevyChaseTrust.com

From: Duncan, Paul
Sent: Friday, September 21, 2007 1:22 PM
To: cacalaby@chevychasebank.net; Crumlish, Francis; Cholls, Tom
Cc: Ferko, Allison; Welber, Peter
Subject: FW: JDA Trust

Tom,

In Ross' absence, I talked with Cecilia yesterday and she is familiar with the facts of the situation. She is comfortable with leaving this decision in Peter's hands. If a decision is made today, please inform her of how the Trust Company will proceed. If you need to contact me, I'll have my cell with me this afternoon.

Paul

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568402.362

Paul Duncan
ASB Capital Management LLC &
Chevy Chase Trust

[redacted] = Redacted by the Permanent Subcommittee on Investigations

From: Cholis, Tom
Sent: Friday, September 21, 2007 12:03 PM
To: Welber, Peter; Duncan, Paul
Subject: FW: JDA Trust

We could agree to act and advise him that if this was not resolved in 60 days we are going to petition the court to be released and seek to pay the assets into the court registry at the trust's expense.

Tom

CHEVY CHASE TRUST
Personal Wealth Security

Thomas J. Cholis
7501 Wisconsin Avenue
Bethesda, Maryland 20814
tel 240.497 5042
fax 240.497 5012
www.ChevyChaseTrust.com

From: Edward Weidenfeld [mailto:edward@weidenfeldlaw.com]
Sent: Friday, September 21, 2007 12:55 PM
To: Cholis, Tom
Subject: RE: JDA Trust

Tom,

As I told you by telephone yesterday, your e-mail is a surprise. The position Chevy Chase trust is taking contradicts our discussion of Monday, September 17. More important, I believe that insisting on a wholesale transfer of the account before honoring instructions to make a clearly authorized disbursement is a breach of Chevy Chase's fiduciary duty ..
It would be a shame to end this relationship on an adversarial basis, so I am again asking the Bank to honor the duly authorized instructions of the Trustee to make the $500,000 wire transfer on the understanding that the remaining assts will be moved to a new custodian or trustee as rapidly as possible and in any event, moved within 60 days.

Ed Weidenfeld

-----Original Message-----
From: Cholis, Tom [mailto:tcholis@chevychasetrust.com]
Sent: Thursday, September 20, 2007 10:28 AM
To: eweidenf@[redacted]; edward@weidenfeldlaw.com
Subject: JDA Trust

Ed,

First I acknowledge receipt of the letter from Jennifer removing us as trustee and confirming the instructions re investment in the LLC. We have left several messages for Neuberger Berman to sell sufficient funds to make the cash available.

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We are unwilling to proceed piecemeal in that we no longer have the authority to hold the funds now that we are no longer trustee. As you know we resigned almost two years ago but you were unable to find another trustee. We need transfer instructions for the entire account in order to proceed.

Tom

CHEVY CHASE TRUST
Personal Wealth Security

Thomas J. Cholis
7501 Wisconsin Avenue
Bethesda, Maryland 20814
tel 240.497.5042
fax 240.497.5012
www.ChevyChaseTrust.com

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568402.364

McCain, Marny

From: Cholis, Tom
Sent: Thursday, September 27, 2007 9:33 AM
To: Edward Weidenfeld; 'JA'
Cc: McCain, Marny
Subject: RE: JDA Trust

▬ = Redacted by the Permanent Subcommittee on Investigations

Sales by Neuberger Berman settled this morning so that we are in process of wiring $500,000 as instructed.

-----Original Message-----
From: Edward Weidenfeld [mailto:edward@weidenfeldlaw.com]
Sent: Tuesday, September 25, 2007 5:08 PM
To: Cholis, Tom; 'JA'
Subject: RE: JDA Trust

Previous wire instructions are confirmed.

Edward Weidenfeld

-----Original Message-----
From: Cholis, Tom [mailto:tcholis@chevychasetrust.com]
Sent: Tuesday, September 25, 2007 3:20 PM
To: JA; Edward Weidenfeld
Subject: RE: JDA Trust

I believe I have now provided Neuberger Berman with everything they need to liquidate $500,000 in securities to settle tomorrow or the next day.

Can you please confirm the direction to wire the funds as set forth to the Abu Dhabi entity? There was a reference about needing it there by last Friday.

Thank you,

Tom Cholis

-----Original Message-----
From: JA [mailto:jdoug52928@[redacted]]
Sent: Monday, September 24, 2007 10:07 AM
To: Edward Weidenfeld; Cholis, Tom
Subject: Re: JDA Trust

Noted

Jennifer Abubakar

On 9/24/07 10:50 AM, "Edward Weidenfeld" <edward@weidenfeldlaw.com> wrote:

> Tom,
>
> Thanks.
>
> Ed Weidenfeld
>
>
>
> -----Original Message-----
> From: Cholis, Tom [mailto:tcholis@chevychasetrust.com]
> Sent: Friday, September 21, 2007 3:15 PM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1181

JD_005471

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00843 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.365

> To: Edward Weidenfeld
> Subject: RE: JDA Trust
>
>
>
> Ed,
>
>
>
> If we do not have transfer instructions to a new custodian/trustee
within 60
> days, we will petition the court at the trust's expense to be released
and
> if necessary sell the assets and deliver the proceeds to the court
registry.
>
>
>
> If that is acceptable to you and your clients, we will wire the
$500,000 as
> requested as soon as we have good funds in the account. Neuberger
Berman was
> instructed to raise $500,000 yesterday. I will notify you when funds
are
> wired.
>
>
>
>
>
> Tom
>
>
> <http://www.chevychasetrust.com>
>
> Thomas J. Cholis
> 7501 Wisconsin Avenue
> Bethesda, Maryland 20814
> tel 240.497.5042
> fax 240.497.5012
> <http://www.chevychasetrust.com>
>
>
>
> From: Edward Weidenfeld [mailto:edward@weidenfeldlaw.com]
> Sent: Friday, September 21, 2007 12:55 PM
> To: Cholis, Tom
> Subject: RE: JDA Trust
>
>
>
> Tom,
>
>
>
> As I told you by telephone yesterday, your e-mail is a surprise. The
> position Chevy Chase trust is taking contradicts our discussion of
Monday,
> September 17. More important, I believe that insisting on a wholesale
> transfer of the account before honoring instructions to make a
clearly
> authorized disbursement is a breach of Chevy Chase's fiduciary duty .
>
> It would be a shame to end this relationship on an adversarial basis,
so I
> am again asking the Bank to honor the duly authorized instructions of
the

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568402.366

> Trustee to make the $500,000 wire transfer on the understanding that
the
> remaining assts will be moved to a new custodian or trustee as rapidly
as
> possible and in any event, moved within 60 days.
>
>
>
> Ed Weidenfeld
>
>
>
>
>
>
>
>
>
>
> i
>
> -----Original Message-----
> From: Cholis, Tom [mailto:tcholis@chevychasetrust.com]
> Sent: Thursday, September 20, 2007 10:28 AM
> To: [redacted]; edward@weidenfeldlaw.com
> Subject: JDA Trust
>
>
>
> Ed,
>
>
>
> First I acknowledge receipt of the letter from Jennifer removing us as
> trustee and confirming the instructions re investment in the LLC. We
have
> left several messages for Neuberger Berman to sell sufficient funds to
make
> the cash available.
>
>
>
> We are unwilling to proceed piecemeal in that we no longer have the
> authority to hold the funds now that we are no longer trustee. As you
know
> we resigned almost two years ago but you were unable to find another
> trustee. We need transfer instructions for the entire account in
order to
> proceed.
>
>
>
> Tom
>
>
> <http://www.chevychasetrust.com>
>
> Thomas J. Cholis
> 7501 Wisconsin Avenue
> Bethesda, Maryland 20814
> tel 240.497.5042
> fax 240.497.5012
> <http://www.chevychasetrust.com>
>
>

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00845 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.367

Bill Mundy/CMG/USR/FTU
06/11/2007 10:07 AM

To Kina LaMell/CMG/USR/FTU@WACHOVIA
cc
Subject Fw: Jamila Abubakar & Gede Foundation

fyi
---- Forwarded by Bill Mundy/CMG/USR/FTU on 06/11/2007 10:07 AM ----

"Edward Weidenfeld "
<edward@weidenfeldlaw .com
>
06/08/2007 06:04 PM

To <Bill.Mundy@wachovia.com>
cc
Subject FW: Jamila Abubakar & Gede Foundation

-----Original Message-----
From: Julie Gallup [mailto:julie@weidenfeldlaw.com]
Sent: Friday, June 08, 2007 3:37 PM
To: Edward Weidenfeld
Subject: Re: Jamila Abubakar & Gede Foundation

Dear Bill:

As we discussed by phone, I am pleased to refer my friend and client Jamila Abubakar to the Wachovia Bank. Mrs. Abubakar has been a client of our firm for over five years. Mrs. Abubakar received her doctorate degree from American University two weeks ago and has received a fellowship at AU for the fall. She is a United States citizen married to a non-resident named Atiku Abubakar. Atiku Abubakar is also a friend. Until last month he was the Vice President of Nigeria.

I have recommended Jamila to open personal accounts with Wachovia. I have also suggested that a U.S. tax exempt foundation she established open an account with you. The name of the foundation is the Gede Foundation.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1187

JD-A-00026

ph44585 on D330-44585-7600 with DISTILLER
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568402.368

I believe that Jamila Abubakar and the Gede Foundation will be good accounts for the bank and I know from my experience with you that they will be well served.

If there is any further information that will be helpful please feel free to contact me.

Sincerely,

Edward Weidenfeld

The Weidenfeld Law Firm, P.C.
888 17th Street, NW
Suite 900
Washington, DC 20006
(202) 785-2143

This email and any accompanying documents contain information from the law firm of THE WEIDENFELD LAW FIRM, P.C. that is confidential and protected by the attorney/client or work product privilege. The information is intended for the individual or entity named in this transmission. If you are not the intended recipient, be aware that any disclosure, copying, distribution or other use of the transmitted contents is prohibited. If you have received this email in error, please notify me immediately by telephone.
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568402.369

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Contacts Rolodex | Menu | Query | 1 - 1 of 1 | Print Address

First Name	Last Name/Bus	Business	Prefix	MI	Suffix	Goes By	RRN	Access List	Interests
Jennifer	Douglas			E			069635366	Mundy	

Detail | Opportunity | Addresses | Accounts | Activities | Financial Profile | Import | Watch List | FRS Outbound Referrals | Search | Know Your Customer

EDD Checklist | Source of Wealth | KYC

Menu

Name: Jennifer E Douglas

SSN: [redacted]

Home Phone

Address: CIS 9731 Sorrel Ave

Citizenship: USA

Work Phone

Potomac MD 20854-0 USA

Birth Date: 7/17/1960

Employer: Housewife

Death Date:

Occupation

Same as Mailing?:

Death Cert on File:

Identification Information

DL #: Passport #: Military Id #:

DL State: Passport Country: USA Military Id Country: USA

Risk Assessment

Menu

New Client: Med/Sid Risk: High Risk:

High Risk Type:

High Risk SubType:

Governing Documents

Applicable Governing Docs:

Governing Doc Comments: signature card

PEP Profile

Current or former foreign senior political figure:

Immediate family member of a foreign senior political figure:

Close associate of a foreign senior political figure:

None of the above:

EXHIBIT #134 - FN 1195

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00848 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.370

WACHOVIA

Request For Enhanced Due Diligence

Date: 05-07-2007
Requestor Name: William Mundy
Department: WM Markets - Penn/Delaware
Co/ Sub and RC 2411/0490438
Phone: (202) 414-3464
Mail Code: DC1985

Purpose of Request for Enhanced Due Diligence.

[X] New Customer [ ] Existing Customer

[ ] High Risk Client (Casinos, Travel Agencies, NRA's/RA's, Charities, MSB's, etc)
Type :

[X] Medium Priority (All Other Non-Lending Requests)
Date Account/Service Opened: 5/7/2007 10 32 05 AM

[ ] Other Proposed Transaction:
Summary of Proposed Transaction:

[ ] Suspicious Activity for Existing Customer:
Explanation:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1197

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00849 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.371

WACHOVIA

Request For Enhanced Due Diligence

Individual 1

Subject Name: First Jennifer Middle E Last Douglas

Current Home Address: 9731 Sorrel Ave City Potomac

State MD Zip 20854-0000 Country USA

Home Phone #: (301)[redacted]

Social Security Number: [redacted]

Date of Birth: 7/17/1960

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Other Identification:

Passport #: Country: USA

Drivers License #: State.

Military ID #: Country: USA

Occupation: Unemployed Employer: Housewife Work Phone # (301)[redacted]

Additional Comments:

New Client

AML/Official Use Only:

EDD Submitted Date: 05/07/2007 10 33 09 Red Flag.

Background Check Request Date:

Background Check Complete Date:

Status: On Hold

Comments:

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00850 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.372

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WACHOVIA

Customer Access Agreement

CAA Number (Internal Use Only (Required from CAA Screen))

0134137748

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

This Agreement (Signature Card) is designed to eliminate most subsequent signature cards and authorizations when opening future accounts. Your signature on this Agreement will give you the convenience of banking anywhere and anytime over the phone.

This Agreement, both now and as it may be amended from time to time by Wachovia, is applicable to any deposit account that you open with any Wachovia Bank either now or in the future for yourself or jointly with another person or authorized signer. I understand this agreement does not apply to accounts on which my name may appear and I am not the authorized signer. However, if you open an account on behalf of another person (for example, if you open an account as custodian, guardian, trustee), you will need to complete a separate Agreement for that account. If you have any questions, please call a Wachovia Specialist toll- free at 1-800-WACHOVIA (800-922-4684).

Instructions

By signing this Agreement, I authorize any Wachovia Bank ("Wachovia") with which I open an account now or in the future to accept and act upon instructions from me to do the following:

- to open deposit accounts with Wachovia;
- to transfer all or any portion of the balance of my accounts (including credit
- to close deposit accounts, process changes of account information or otherwise service any of my Wachovia accounts;
- to obtain related services offered by Wachovia.

As used in this Agreement, the terms "products", "services" and "accounts" include various deposit products, services and accounts made available to you by Wachovia.

If more than one person is named in the title for any account, such account will be considered a joint account. Instructions which affect any of my joint accounts may be given by any joint account owner. References to me in this instructions section shall also refer to the joint account holder(s).

I may give instructions orally or in writing, in person, by mail, messenger, telephone, facsimile, computer terminal, wire service, automated teller machine, or by any other reasonable method. Wachovia may accept and act upon such instructions which do not contain my signature with the same effect as if such instructions were signed by me. However, I acknowledge that Wachovia may, at its option, require my original signature or any other documentation before accepting and acting upon any instructions. Your signature on this Agreement authorizes Wachovia to honor verbal stop payment orders up to six (6) months. To extend stop payment orders, Wachovia must receive a verbal order for such extension before the expiration of the six month period. I authorize Wachovia to record and monitor any telephone calls for various purposes, including to ensure accuracy, to provide a record of such conversations and to improve the quality of service to me.

I agree to follow such security procedures as Wachovia may require. The security procedure agreed upon for verifying the authenticity of instructions which are not delivered in person by me for any purpose (including, but not limited to, the wire transfer of money from any of my accounts) is one or more of the following at the option of Wachovia: (1) delivery of a personal identification code by me or a person purporting to be me, (2) a callback, (3) a signature by me or a person purporting to be me of one or more items of my personal information which Wachovia has in its records about me, or (4) voice recognition of me combined with the use of certain probing questions. The telephone number(s) to which callbacks shall be made shall be any telephone number(s) Wachovia may have for me in its records or any telephone number assigned to me by a telephone service provider. I agree that this security procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. I agree to maintain the confidentiality of any personal identification code and will prevent the unauthorized dissemination of such code.

I agree to indemnify and hold Wachovia harmless from any losses, damages, suits and expenses, of whatever kind, including any reasonable attorneys' fees, that Wachovia may incur as a result of relying upon instructions from me, or anyone purporting to be me, provided that Wachovia has complied with the applicable security procedures.

I acknowledge receipt of the Wachovia rules and regulations governing money transfer requests and agree to be bound by its terms as may be amended from time to time.

If you are claiming Foreign Exemption Status, the appropriate W-8 Foreign Certification Form must be completed for each account owner.

RIGHT OF SURVIVORSHIP (NC and TN ACCOUNTS ONLY):

I understand that by signing below and establishing a joint account under the provisions of North Carolina General Statute 53-146.1 and Tennessee Code 42-2-703 that:

1. Wachovia may pay the money in the account to, or on the order of, any person named in the account unless we have agreed with the bank that withdrawals require more than one signature, and
2. Upon the death of one joint owner the money remaining in the account will belong to the surviving joint owners and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.

I DO elect to create the Right of Survivorship for any joint account.

Signature

FORM W9 SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER CERTIFICATION (Not applicable for Non-Resident Aliens):

(The Social Security Number or Employer Identification Number should match the first name listed on the account and will be used for tax reporting purposes.)

I Social Security Number or Employer Identification Number: [redacted]

II If exempt from backup withholding check this box ☐ EXEMPT

III Certification - Under penalties of perjury, I certify that

1. The number set forth above is my correct social security number or employer identification number (or I have applied for and I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien)

Certification Instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Acceptance of Terms and Conditions

I agree to be bound by the terms and conditions including, but not limited to Wachovia's Deposit Agreement and Disclosures, applicable to each product or service which I obtain from Wachovia now or in the future, which terms and conditions will be provided to me. I also agree to pay all fees associated with such products, accounts and services in accordance with the fee schedules which will be provided to me by Wachovia.

☐ By checking this box I am requesting issuance of an ATM Card or ChackCard

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Jennifer Douglas — Customer Signature (above line) — Only one signature per agreement

05/11/2007 — Date

Print Name JENNIFER E DOUGLAS

Address 9731 SORREL AVE
POTOMAC MD 20854

562279 (Rev 02)

DOCUMENT STORAGE COPY
SEND TO: NC8538

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1200

GF-F-00026

ph44585 on D330-44585-7600 with DISTILLER

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568402.373

Free Checking

01 1010122288621 072 30 0 4 SAFEKEPT Replacement Statement 014

JENNIFER E DOUGLAS
9731 SORREL AVE PB
POTOMAC MD 20854

Free Checking 5/14/2007 thru 6/07/2007

Account number: 1010122288621
Account owner(s): JENNIFER E DOUGLAS

Account Summary

Opening balance 5/14	$0.00
Deposits and other credits	181,939.18 +
Closing balance 6/07	$181,939.18

Deposits and Other Credits

Date	Amount	Description	
6/01	181,939.18	COUNTER DEPOSIT	000001017116016
Total	$181,939.18		

Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
06/01	181,939.18				

NEW! A Fixed Rate Mortgage with options. Enjoy the flexibility of up to four payment options each month. With the Fixed Rate Pick-a-Payment Mortgage, it's your choice - Visit wachovia.com/pickyourpayment today or call 866-416-6076 to learn more.
The Pick-a-Payment(SM) offered through Wachovia Mortgage Corporation is originated by World Savings Bank, FSB, a Wachovia company, and is subject to approval. Certain restrictions apply. Equal Housing Lender.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1201

JD-D-00022

Free Checking

01 1010122288618 072 30 0 6 SAFEREPT Replacement Statement 014

JENNIFER E DOUGLAS
9731 SORREL AVE PB
POTOMAC MD 20854

Free Checking 5/11/2007 thru 6/11/2007

Account number: 1010122288618
Account owner(s): JENNIFER E DOUGLAS

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Account Summary

Opening balance 5/11	$0.00
Deposits and other credits	300,100.00 +
Checks	13,999.49 -
Other withdrawals and service fees	3,162.05 -
Closing balance 6/11	$282,938.46

Deposits and Other Credits

Date	Amount	Description	
5/11	100.00	DEPOSIT	000000913584393
6/01	300,000.00	COUNTER DEPOSIT	000001017116018
Total	$300,100.00		

Checks

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date	
1003	5,000.00	6/07	1009*	1,211.49	6/11	9000*	750.00	6/11	0727408446 0916523350 12533371
1004	1,518.00	6/11	1010	2,137.50	6/11	Total	$13,999.49		1019055034 0916415992
1007*	3,000.00	6/08	1011	382.50	6/11				1018542888 0818863224

*Indicates a break in check number sequence

Other Withdrawals and Service Fees

Date	Amount	Description		
5/24	18.00	AUTOMATED DEBIT HARLAND CHECKS CO. ID. [redacted] PPD	CHK ORDERS	120071447224854
6/06	22.00	NSF FEE FOR ITEM [redacted]	$1518.00	000000924501927
6/06	35.00	OVERDRAFT/UNAVAILABLE FUNDS FEE 1 TRANSACTION(S) AT $35.00		000000000000001
6/06	228.34	AUTOMATED DEBIT WASHINGTON GAS CO. ID. [redacted]	P7201818	420071561977048
6/07	35.00	NSF FEE FOR ITEM [redacted] AUTOMATED DEBIT ADT SECURITY SER	$975.29 P7201818	420071562016910
6/07	35.00	NSF FEE FOR ITEM [redacted] AUTOMATED DEBIT PEPCO	$954.31 P7201818	420071561976989

Other Withdrawals and Service Fees continued on next page.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1205

JD-D-00001

ph44585 on D330-44585-7600 with DISTILLER
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568402.375

Free Checking

02 1010122288618 072 30 0 6 SAFEKEPT Replacement Statement 014

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Other Withdrawals and Service Fees continued

Date	Amount	Description		
6/08	123.67	AUTOMATED DEBIT DEER PARK CO. ID. [redacted] PPD	P7201818	420071588078812
6/11	182.44	AUTOMATED DEBIT VERIZON WIRELESS CO. ID. [redacted] PPD	P7201818	420071591344560
6/11	553.00	AUTOMATED DEBIT ERIE INSURANCE CO. ID. [redacted] PPD	P7201818	420071591344516
6/11	954.31	AUTOMATED DEBIT PEPCO CO. ID. [redacted] PPD	P7201818	420071591344568
6/11	975.29	AUTOMATED DEBIT ADT SECURITY SER CO. ID. [redacted] PPD	P7201818	420071591344566
Total	$3,162.05			

Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
05/11	100.00	06/06	299,796.66	06/11	282,938.46
05/24	82.00	06/07	294,726.66		
06/01	300,082.00	06/08	291,602.99		

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The Pick-a-Payment(SM) offered through Wachovia Mortgage Corporation is originated by World Savings Bank, FSB, a Wachovia company, and is subject to approval. Certain restrictions apply. Equal Housing Lender.

JD-D-00002

Free Checking

03 1010122288618 072 30 0 6 SAFEKEPT Replacement Statement 014

Customer Service Information

	Phone number	Address
Checking & Savings Accounts, Check Card & ATM Card	800-WACHOVIA 800-922-4684	WACHOVIA BANK, NATIONAL ASSOCIATION NC8502 P O BOX 563966 CHARLOTTE NC 28262-3966
TDD (For the Hearing Impaired)	800-388-2234	
En español para cuentas corrientes y de ahorros	800-326-8977	
Bank By Mail (Deposits Only)		WACHOVIA BANK, NATIONAL ASSOCIATION VA3289 P O BOX 26090 RICHMOND VA 23260-6090
Consumer Loan Accounts	800-347-1131	WACHOVIA BANK, NATIONAL ASSOCIATION VA0343 P O BOX 13327 ROANOKE VA 24040-0343

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 800-WACHOVIA, 800-922-4684, or write to us at WACHOVIA BANK, NATIONAL ASSOCIATION, NC8502, P O BOX 563966, CHARLOTTE NC 28262-3966, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error. You will have use of the money during the time it takes us to complete our investigation.

WACHOVIA BANK, N.A. IS MEMBER FDIC

JD-D-00003

ph44585 on D330-44585-7600 with DISTILLER

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568402.377

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

citibank

Citibank, N.A.

354610145

FC# 00726 FA# 006 $0 00 ONL DATE 06/01/07

015-02 Ck Ser # 354610145 ****181,939.18***

PAY ****ONE HUNDRED EIGHTY-ONE THOUSAND NINE HUNDRED THIRTY-NINE AND 18/100 DOLLARS****

TO THE ORDER OF ****JENNIFER DOUGLAS****

NAME OF REMITTER JENNIFER DOUGLAS

ADDRESS

Issued by Integrated Payment Systems Inc., Englewood, Colorado

To Citibank N.A. Buffalo, NY

BY AUTHORIZED SIGNATURE

DRAWER: Citibank, N.A.

[redacted] ⑈0018193918⑈

= Redacted by the Permanent Subcommittee on Investigations

FOR INFORMATION CONCERNING THIS INSTRUMENT CONTACT: INTEGRATED PAYMENT SYSTEMS INC. 1-800-772-1500

[redacted]

WACHOVIA NA SVC07I 0716T
PAULA, PA 8681200T, 722K

[redacted]

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

[redacted]

ENDORSE CHECK HERE

X DEPOSIT only

Item Amount	Item Serial	Item R/T	Item Account	Item Sequence	Item Group	Item Type
$181,939.18	[redacted]					Transit

Wachovia Bank, N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia Bank, N.A. or its predecessors.

Page 1

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1206

JD-F-00082

ph44585 on D330-44585-7600 with DISTILLER

568402.378

Business Checking

01 2000024527130 072 130 0 32 SAFEKEPT Replacement Statement 052

GEDE FOUNDATION
EXPENSE ACCOUNT CB
1875 EYE STREET NW SUITE 500
WASHINGTON DC 20006

Business Checking 6/11/2007 thru 6/29/2007

Account number: 2000024527130
Account owner(s): GEDE FOUNDATION
EXPENSE ACCOUNT

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Account Summary

Opening balance 6/11	$0.00
Deposits and other credits	56,118.61 +
Checks	2,521.12 -
Other withdrawals and service fees	11,019.21 -
Closing balance 6/29	$42,578.28

Deposits and Other Credits

Date	Amount	Description	
6/11	56,118.61	DEPOSIT	000001019032237
Total	$56,118.61		

Checks

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
0000	2,284.00	6/27	0000	116.14	6/27			8427174320 86288458
0000	120.98	6/27	Total	$2,521.12				8628846708

Other Withdrawals and Service Fees

Date	Amount	Description	
6/13	204.00	AUTOMATED DEBIT PAYCHEX EIB INVOICE CO. ID. [redacted] CCD MISC X236227000000034	420071638420722
6/14	2,309.92	AUTOMATED DEBIT PAYCHEX - RCX PAYROLL CO. ID. [redacted] CCD MISC 23635700000167X	420071641593208
6/14	2,500.00	DEPOSIT ADJUSTMENT REASON: CHECKS LISTED INCORRECTLY IN SPLIT DEPOSIT DATED 06/11/2007 CHECKS LISTED AS $69,300.45 SHOULD HAVE BEEN $66,800.45 BRANCH: 56,118.61/13,181.84 TELLER #00265 009	000001164308009

Other Withdrawals and Service Fees continued on next page.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1208

GF-D-00001

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00857 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.379

Business Checking

02 2000024527130 072 130 0 32 SAFEKEPT Replacement Statement 052

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Other Withdrawals and Service Fees continued

Date	Amount	Description	
6/15	786.99	AUTOMATED DEBIT PAYCHEX TPS TAXES CO. ID. [redacted] CCD MISC 0077457016588	420071654851030
6/19	40.00	AUTOMATED DEBIT PAYCHEXSECURITY PAYCHEXSEC CO. ID. [redacted] CCD MISC 571111	420071704703995
6/21	0.00	AUTOMATED DEBIT PAYCHEX-HRS HRS PRENOT CO. ID. [redacted] CCD MISC 0000008145226	420071711060470
6/22	748.30	COUNTER WITHDRAWAL	000000917409313
6/22	4,430.00	INTL FUNDS TRANSFER (ADVICE [redacted] SENT TO ABN AMRO BANK N.V/ABN AMRO BANK N.V BNF=>APPLERA INTERNAT RPS [redacted] AMT= 4430.00 CUR=USD RATE= REF=070622350033 06/22/07 03:00PM ET	000070622039920
Total	$11,019.21		

Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
06/11	56,118.61	06/15	50,317.70	06/22	45,099.40
06/13	55,914.61	06/19	50,277.70	06/27	42,578.28
06/14	51,104.69	06/21	50,277.70		

GF-D-00002

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00858 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.380

Business Checking

03 2000024527130 072 130 0 32 SAFEKEPT Replacement Statement 052

Customer Service Information

For questions about your statement or billing errors, contact us at:	Phone Number	Address
Business Checking, CheckCard & Loan Accounts	800-275-3862	WACHOVIA BANK, NATIONAL ASSOCIATION
TDD (for the Hearing Impaired)	800-388-2234	NC8502
Commercial Checking & Loan Accounts		P O BOX 563966
		CHARLOTTE NC 28262-3966

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 800-222-3862 or write to us at WACHOVIA BANK, NATIONAL ASSOCIATION, NC8502, P O BOX 563966, CHARLOTTE NC 28262-3966, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error. You will have use of the money during the time it takes us to complete our investigation.

WACHOVIA BANK, N.A. IS MEMBER FDIC

GF-D-00003

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00859 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.381

Business Checking

01 2000024527143 072 130 0 32 SAFEKEPT Replacement Statement 052

GEDE FOUNDATION
DONATION ACCOUNT CB
1875 EYE STREET NW SUITE 500
WASHINGTON DC 20006

Business Checking 6/11/2007 thru 6/29/2007

Account number: 2000024527143
Account owner(s); GEDE FOUNDATION
DONATION ACCOUNT

Account Summary

Opening balance 6/11	$0.00
Deposits and other credits	13,181.84 +
Closing balance 6/29	$13,181.84

Deposits and Other Credits

Date	Amount	Description	
6/11	13,181.84	DEPOSIT	000001019032236
Total	$13,181.84		

Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
06/11	13,181.84				

GF-D-00017

ph44585 on D330-44585-7600 with DISTILLER

568402.382

Business Checking

02 2000024527143 072 130 0 32 SAFEKEPT Replacement Statement 052

Customer Service Information

For questions about your statement or billing errors, contact us at:	Phone Number	Address
Business Checking, CheckCard & Loan Accounts	800-275-3862	WACHOVIA BANK, NATIONAL ASSOCIATION
TDD (For the Hearing Impaired)	800-388-2234	NC8502
Commercial Checking & Loan Accounts		P O BOX 563966
		CHARLOTTE NC 28262-3966

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 800-222-3862 or write to us at WACHOVIA BANK, NATIONAL ASSOCIATION, NC8502, P O BOX 563966, CHARLOTTE NC 28262-3966, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error. You will have use of the money during the time it takes us to complete our investigation.

WACHOVIA BANK, N.A. IS MEMBER FDIC

GF-D-00018

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00861 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.383

WACHOVIA

Deposit Account Application

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

SIGNATURE CARD - The words I, me and my which also mean we, us and our, if more than one customer, mean the undersigned agreeing this agreement. It is agreed that Wachovia ... recognize the signatures below as the signature of funds or ... the transaction of which business for the account(s). We agree to the terms and conditions of the Wachovia Deposit Agreement for this account(s) and authorize Wachovia to establish my/our account(s). We hereby acknowledge receipt of a Deposit Agreement, schedule of fees and Rate Disclosure, if applicable. Refer to Right of Survivorship provisions for NC and VA accounts.

☐ If checked, ... not want a Wachovia Banking Card for ... this account. We agree to the terms and conditions of the Wachovia Card Agreement. Bank Use Only: ☐ NPT ☐ SUPERSEDES ALL SIGNATURE CARDS ON FILE

SUBSTITUTE FORM W-9 CERTIFICATION: Under penalties of perjury, I certify that:
(1) The number shown on this form is my correct Social Security Number or employer identification number (or I have applied for or I am waiting for a new number to be issued to me) and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding
(3) I am a U.S. person (including a U.S. resident alien)

CERTIFICATION INSTRUCTIONS - You must cross out item (2) above if you were notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

The signatures subscribed below are the duly authorized and genuine signatures which you will recognize and honor in payment of funds or the transaction of other business relating to our account.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature	Title	Signature	Title
Cynthia J. Ticao	EXEC. DIRECTOR		
Printed Name: CYNTHIA J. TICAD	Date: 6-1-07	Printed Name	Date
Jennifer Douglas	June 1, 2007		
Printed Name: JENNIFER DOUGLAS	Date: President	Printed Name	Date
Yoku Shaw Taylor	Director		
Printed Name: YOKU SHAW TAYLOR	Date: June 1, 2007	Printed Name	Date

COMPLETE THE APPROPRIATE W-8 FOREIGN CERTIFICATION FORM IF YOU ARE CLAIMING FOREIGN EXEMPTION STATUS.

NEW DEPOSIT ACCOUNT APPLICATION
WACHOVIA BANK, N.A.

Org.	Loc.	Branch	Vsn No	Sold By	Referred By
052	039	00480	527061100177	A814108	A814108

	Product Type	Account Number
1		
2	BUSINESS CHECKING	2000024527130
3	BUSINESS CHECKING	2000024527143
4		

PAYABLE ON DEATH (POD) ACCOUNT
(SIGNATURE REQUIRED FOR NC ACCOUNTS ONLY)
I understand that by establishing a trust account under the provisions of North Carolina General Statute 53-146.2 that:
1. During my lifetime I may withdraw the money in the account, and
2. By written direction to Wachovia I may change the beneficiary, and
3. Upon my death the money remaining in the account will be sent to the beneficiary and the money will not be inherited by my heirs or be controlled by my will.

I designate _____
(Print name of beneficiary) as beneficiary to receive the balance of my account at my death.

_____ (SEAL)
(Signature of Account Owner)

Name/Address
GEDE FOUNDATION
~~EXPENSE ACCOUNT~~
1875 EYE STREET NW SUITE 500
WASHINGTON DC 20006

Tax ID No of First Name: [redacted] Date of Birth: ~~01/25/2002~~

POWER OF ATTORNEY (POA) ACCOUNT
(SIGNATURE REQUIRED FOR NC ACCOUNTS ONLY)
I understand that by establishing a personal agency account under the provisions of North Carolina General Statute 53-146.3 that the agent named in the account may:
1. Sign checks drawn on the account; and
2. Make deposits into the account.

I also understand that upon my death the money remaining in the account will be controlled by my will or inherited by my heirs.

I _____ hereby ("do" or "do not") affect to have my agent continue to act in my behalf in regard to my account after my incapacity or mental incompetency in the future.

(Signature of Agent)

(Print Agent's Name)

_____ (SEAL)
(Signature of Account Owner)

RIGHT OF SURVIVORSHIP (ONLY NC ACCOUNTS):
We understand that by establishing a joint account under the provisions of
☐ North Carolina General Statute 53-146.1 that:
1. Wachovia may pay the money in the account to, or on the order of, any person named in the account who has signed with the bank that individually require more than one signature; and
2. Upon the death of one joint owner the money remaining in the account will belong to the surviving joint owners and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.
We DO elect to include this right of survivorship in our account.

Signature _____

= Redacted by the Permanent Subcommittee on Investigations

Signature _____

RIGHT OF SURVIVORSHIP (ONLY VA ACCOUNTS):
If you wish to establish a joint account under Virginia law, please check one of the following and sign:
☐ JOINT ACCOUNT WITH SURVIVORSHIP - On the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account.
☐ JOINT ACCOUNT - NO SURVIVORSHIP - On the death of a party to the account, the deceased party's ownership in the account passes as a part of the party's estate under the party's VC, Will, or by intestacy.

Signature _____

Signature _____

0000 562295 (Rev 01 50/pkg)

PART 1 SIGNATURE CARD • DOCUMENT STORAGE SEND TO NC 8538

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1209

GF-F-00054

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00862 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.384

[redacted] = Redacted by the Permanent Subcommittee on Investigations

WACHOVIA

Depository Authorization and Agreement Certificate

Business Type (please check one): [X] Corporation [ ] Partnership [ ] Limited Liability Company [ ] Non Profit [ ] Sole Proprietorship [ ] Government (local, state or federal entity) [ ] Professional Association

Organization Name Must Be Provided — TIN Must Be Completed

Organization Name: GEDE Foundation — TaxID Number: [redacted]

Account Number Only Necessary If Applied for TIN — Account Number: 2000024527143 — Account Number: 2000024527130

DEPOSITORY AUTHORIZATION CERTIFICATE: The undersigned Corporate Secretary or equivalent (i.e., partners if the organization is a partnership, member if the organization is a Limited Liability Company, owner if a Sole Proprietorship) ("Secretary") of the organization listed above ("Company") hereby certifies to Wachovia Bank _____ (Complete Bank Name) (hereinafter the "Bank") that, pursuant to a resolution duly adopted by the Board of Directors of the Company and/or the Company's By-laws and/or the Company's Articles of Incorporation and/or other applicable governance document (such as Partnership Agreements for partnerships and Articles of Organization and Operating Agreement for Limited Liability Companies), the present holder(s) of the following office(s) of the Company and any successors in offices or positions: _____ (Insert titles of the Authorized Representatives)

(the "Authorized Representatives") is authorized to act on his or her own on behalf of the Company, and in its name including:

a. to open any type of account(s) on behalf of the Company and to bind the Company to the provisions of the agreements pertaining to such Company account(s), as amended by the Bank from time to time, including related cash management and depository services which shall also be governed by applicable agreements, as amended by the Bank from time to time; and
b. to sign checks, drafts, instruments and or other orders for the payment of money from Company account(s); to endorse checks, instruments and orders payable, owned or held by the Company; to waive presentment, demand, protest and notice of protest or dishonor of any check(s), instrument(s), draft(s) or other evidences of indebtedness made, drawn or endorsed by the Company, and to otherwise deal with the Bank in connection with the foregoing activities; and
c. to delegate to other select officers and employees of the Company ("Delegates") the authority, on behalf of the Company, to: request cash management and depository services and to sign checks, drafts, instruments and or other orders for the payment of money from specific Company account(s); to endorse checks, instruments and orders payable, owned or held by the Company; to waive presentment, demand, protest and notice of protest or dishonor of any check(s), instrument(s), draft(s) or other evidences of indebtedness made, drawn or endorsed by the Company, and to otherwise deal with the Bank in connection with the foregoing activities.

The undersigned also certifies that the Bank may deal with and rely upon the authority of each present and subsequent holder of each such office unless and until the Bank is expressly notified in writing by the Company that the authority of any such officeholder is terminated. The undersigned further certifies that there are no provisions of any governance document of the Company that would limit the powers of the holders of the Company offices or positions listed above. The undersigned certifies that the Authorized Representatives listed below are the individuals who now hold offices or positions listed above and that their bona fide signatures are set forth below.

Authorized Representatives: This Section Must Be Completed

Name (Please Print)	Title	Signature
CYNTHIA J. TICAO	EXECUTIVE DIRECTOR	X Cynthia J. Ticao
YOKU SHAW-TAYLOR	DIRECTOR	X Yoku Shaw-Taylor
JENNIFER DOUGLAS	President	X Jennifer Douglas
		X
		X

Signature of Secretary, Owner, Equivalent Officer OR Signature of Partners: REQUIRED Signature of the Section Provided Below (based upon business entity type)

IN WITNESS WHEREOF, I have hereunto subscribed my name. Date:

Secretary, Owner, or Equivalent Officer Signature:

X Cynthia J. Ticao (If company is a corporation, affix corporate seal here.)

General Partnership (two partners must certify the above listing of Authorized Representatives):

Partner's Signature: X Partner's Signature: X

Limited Partnership (the General Partner and one additional partner must certify the above listing of Authorized Representatives):

General Partner's Signature: X Partner's Signature: X

AGREEMENT: As an Authorized Representative, the undersigned agrees, on behalf of the Company, to the terms and conditions of the Wachovia *Deposit Agreement and Disclosures for Commercial Accounts* ("Deposit Agreement.") In opening any Company account(s), I hereby acknowledge receipt of a Deposit Agreement, Schedule of Fees, and Rate Disclosure, if applicable. I agree and acknowledge that no handwritten deletions, additions or amendments to either this document or any related account opening document, including, but not limited to, any related Deposit Account Application or document intended to have equivalent effect or to the Deposit Agreement, shall be effective or binding on Wachovia. I further agree and acknowledge that no internal Company governance documents shall be binding on Wachovia, whether or not provided to Wachovia. To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

SUBSTITUTE FORM W-9 CERTIFICATION – *Under penalties of perjury, I certify that:*

(1) The number shown on this form is my correct taxpayer identification number (or I have applied for and I am waiting for a number to be issued to me) and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding, and
(3) I am a U.S. person (including a U.S. resident alien).

CERTIFICATION INSTRUCTIONS – You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

COMPLETE THE APPROPRIATE W-8 FOREIGN CERTIFICATION FORM IF YOU ARE CLAIMING FOREIGN EXEMPTION STATUS.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature Required Below

Authorized Representative's Signature: X Jennifer Douglas Date: June 1, 2007

575798 (Rev 01) Send to: Document Storage (NC 8538)

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1210

GF-A-00040

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00863 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.365

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00864 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

WACHOVIA

Contact Source of Wealth

Contact:	Gede Foundation, -	RRN: [redacted]	Work (202) 833-2670
Address:	1875 Eye Street Nw Suite 500		Home
City:	Washington		Work Fax:
State:	DC		Home Fax:
Zip:	20006-0000	Email:	

Source of Wealth: Other
Annual Salary: >$1MM
Net Worth: $5-10MM

Total Assets: $5-10MM
Investable Assets: $1-5MM

Question Who is the client, provide detailed information such as age, marital status, education, etc.?

Answer: N/A

Question Describe the business or charity: History, owners/partners, public/private, other pertinent information, etc.

Answer: Gede is a 501 (c) 3 organization that was established in January 2002 to assist the people of Nigeria through education, job training & medical assistance. The Foundation is designed to help the Nigerian people specifically to combat HIV/AIDS through education, prevention and counseling and by promoting abstinence. In addition to the assistance provided through the medical side, Gede has also established a scholarship program that provides support for children from the nursery through high school level. Their goal is to increase the number of children attending school each day. The Foundation is committed to having an impact both on the social & developmental scale and has sought to provide a more comprehensive program such that those children affected by HIV/AIDS will have the opportunity for a brighter future. Gede is headed by Jamila Atiku-Abubakar Ph.D. President & Founder and Cynthia Ticao who is the Executive Director.

Question What are their plans with Wachovia: (If presently a Wealth client, what are we doing for the client)?

Answer: Currently their plans include checking accounts. However, there are opportunities to expand the relationship to include possible loan services.

Question How did the client become wealthy: (Explain in detail specific businesses, specific inheritance sources, specific real estate, specific stock or options, etc.)?

Answer: The foundation has derived its wealth from tax deductible contributions from individuals and businesses as well as corporate grants (such as World Bank who gave $30k through the Federal Capital Territory Action Committee on AIDS.

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1211

GF-A-00005

568402.386

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00865 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

WACHOVIA

Contact Source of Wealth

Question If new relationship, indicate the initial funding source.
Answer: The initial funding comes from the Gede Foundation account at Citibank

Question How did we meet the client: (who knows them, what are they known for such as Chamber, Nonprofit Boards, Current Events)?
Answer: The Gede Foundation is associated with the World Bank through their grant program.

Question Is there any other pertinent data: (Address any significant material, EDD findings, etc.)?
Answer: N/A

568402.387

WACHOVIA

Request For Enhanced Due Diligence

Date: 06-05-2007
Requestor Name: William Mundy
Department: WM Markets - Penn/Delaware
Co/ Sub and RC 2411/0490438
Phone: (202) 414-3464
Mail Code: DC1985

Purpose of Request for Enhanced Due Diligence:

[X] New Customer [ ] Existing Customer

[X] High Risk Client (Casinos, Travel Agencies, NRA's/RA's, Charities, MSB's, etc)
Type : Charity/Foundation

[ ] Medium Priority (All Other Non-Lending Requests)
Date Account/Service Opened:

[ ] Other Proposed Transaction:
Summary of Proposed Transaction:

[ ] Suspicious Activity for Existing Customer:
Explanation:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1212

GF-F-00282

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00866 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.388

WACHOVIA

Request For Enhanced Due Diligence

Individual 1

Subject Name: First Cynthia Middle J Last Icao

Current Home Address: [redacted] City Springfield

State VA Zip 22150 Country USA

Home Phone #: (202) [redacted]

Social Security Number: [redacted]

Date of Birth: 10/13/[redacted]

Other Identification:

Passport #: [redacted] Country: Philippines

Drivers License #: [redacted] State: VA

Military ID #: Country: USA

Occupation: Supervisory Employer: Gede Foundation Work Phone #: (202) [redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Individual 2

Subject Name: First Jennifer Middle E Last Douglas

Current Home Address: 9731 Sorrel Ave City Potomac

State MD Zip 20854-0000 Country USA

Home Phone #: (301) [redacted]

Social Security Number: [redacted]

Date of Birth: 7/17/1960

Other Identification

Passport #: Country: USA

Drivers License #: State:

Military ID #: Country: USA

Occupation: Unemployed Employer: Housewife Work Phone #: (301) [redacted]

GF-F-00283

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00867 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.389

WACHOVIA

Request For Enhanced Due Diligence

Individual 3

Subject Name: First Yoku Middle Q Last shaw-taylor

Current Home Address: [redacted] City Glaen Dale

State MD Zip 20769 Country USA

Home Phone #: (202)[redacted]

Social Security Number [redacted]

Date of Birth: 9/22/[redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Other Identification:

Passport #: Country USA

Drivers License #: s[redacted] State MD

Military ID #: Country: USA

Occupation: Supervisory Employer Gede Foundation Work Phone #: (202)[redacted]

Business 1

Business Name: Gede Foundation

Main Business Address: 1825 Eye Street, N W City Washington

State DC Zip 20006 Country USA

Business Tax ID#: [redacted]

CEO: cynthia tiaco

President: Jennifer Douglas

CFO: yoku shaw-taylor

Treasurer:

Secretary:

List of Known Business Activities(What do they do?).

List countries of operation:

USA

GF-F-00284

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00868 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.390

WACHOVIA

Request For Enhanced Due Diligence

Additional Comments:

Also affiliated with Health Care

AML/Official Use Only:

EDD Submitted Date: 06/05/2007 13 39 05 Red Flag:

Background Check Request Date:

Background Check Complete Date:

Status. On Hold

Comments :

GF-F-00285

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00869 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.391

nt Management System (005)

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Page 1 of 1

File Edit View Query Links Navigate Help

Sitemap | Position | Add Fav | iHelp | Quick Print | Reports | Queries:

Contact EDD:Gede Foundation > EDD Request

Home | Relationships | Contacts | Activities | Alerts | Know Your Customer | Accounts

Activity Home | Activity List

EDD Menu Query 1 - 1 of 1

Request | SSN/Tax ID | Contact High Risk Status | New | EDD High | EDD High-Risk Typ | Medi Date Acct Open | Other Proposed Transaction | Suspicious Activity | Additional Comme

Gede Foundation [redacted] | Done | Charity/Foundation | Also affiliated with H

EDD

Menu Query

New Wealth Client Flag: ☑ Associated Contacts: - Gede Foundat

High-Risk Flag: ☑ High-Risk Type: Charity/Foundr

Med/Std Risk: ☐ Date Acct Opened:

Other Transaction:

Suspicious Activity:

Additional Comments: Also affiliated with Health Care

Official Use Only

Submitted Date: 6/5/2007 01:39:05 PM Comments: Red Flag: ☐

Request Date: 6/5/2007 06:30:11 PM No negative news found by CDC.

Complete Date: 6/6/2007 06:00:20 PM

Status: Done

False Positive Alert: ☐ Date: Confirmed By:

Risk Committee Review: ☐ Date: Decision:

Reason For No Review:

Restrictions:

Assoc. Individuals | Menu

Primary | Last Name | First

Douglas | Jennife

snow-taylor | Yoku

ticao | Cynthi

Assoc. Businesses | Menu

Primary | Business Name | RRN

Gede Foundation

Attachments | Menu | Delete | Query

Attachment Name | Size (in Bytes) | Type

EDD Request - AB14108 - | 72,539 | pdf

0 of 0

http://ncsilsmsbl004.noam.msds.wachovia.n

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1213

WEPL=1& sn=FiPN... 7/2/2007

GF-A-00008

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00870 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.392

Client Management System (005) Page 1 of 1

File Edit View Query Links Navigate Help

Sitemap | Position | Add Fav | Help | Quick Print | Reports | Queries:

Contact EDD:Gede Foundation > EDD Request

Home | Relationships | Contacts | Activities | Alerts | Know Your Customer | Accounts

Activity Home | Activity List

EDD Menu | Query 1 - 1 of 1

Request | SSN/Tax ID | Contact High Risk Status | New | EDD High | EDD High-Risk Typ | Med/ Date Acct Open | Other Proposed Transaction | Suspicious Activity | Additional Comme

Gede Foundation [redacted] | Done | Charity/Foundation | affiliated with H

= Redacted by the Permanent Subcommittee on Investigations

EDD

Menu | Query

New Wealth Client Flag: ☑ Associated Contacts: Jennifer Dougla

High-Risk Flag: ☑ High-Risk Type: Charity/Found

Med/Std Risk: ☐ Date Acct Opened:

Other Transaction:

Suspicious Activity:

Additional Comments: Also affiliated with Health Care

Official Use Only

Submitted Date: 6/5/2007 01:39:05 PM Comments: Red Flag: ☐

Request Date: 6/5/2007 06:30:11 PM No negative news found by CDC

Complete Date: 6/6/2007 06:00:20 PM

Status: Done

False Positive Alert: ☐ Date: Confirmed By:

Risk Committee Review: ☐ Date: Decision:

Reason For No Review:

Restrictions:

Assoc. Individuals | Menu

Last Name	First Name
Douglas	Jennifer
straw-taylor	Yoku
ticao	Cynthia

Assoc. Businesses | Menu

Primary	Business Name	RRN
✓	Gede Foundation	

Attachments | Menu | Delete | Query

Attachment Name	Size (In Bytes)	Type
EDD Request - AB14108 -	72,539	pdf

Not PUBK

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http://ncsilsmsbl004.noam.msds.wachovia.ne 'EPL=1& sn=EiPN 7/2/2007

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1213

GF-A-00042

ph44585 on D330-44585-7600 with DISTILLER

568402.393

Client Management System (005)

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Page 1 of 1

File Edit View Query Links Navigate Help

Sitemap | Position | Add Fav | IHelp | Quick Print | Reports | Queries:

Contact EDD:Gede Foundation > EDD Request

Home | Relationships | Contacts | Activities | Alerts | Know Your Customer | Accounts

Activity Home | Activity List

EDD Menu Query 1 - 1 of 1

Request	SSN/Tax ID	Contact High Risk	Status	New	EDD High	EDD High-Risk Typ	Medi Date Acct Open	Other Proposed Transaction	Suspicious Activity	Additional Comme
Gede Foundation - [redacted]		✓	Done	✓	✓	Charity/Foundation				Also affiliated with H

EDD

Menu Query

New Wealth Client Flag: ☑ Associated Contacts: Yoku shaw-tay

High-Risk Flag: ☑ High-Risk Type: Charity/Foundi

Med/Std Risk: ☐ Date Acct Opened:

Other Transaction:

Suspicious Activity:

Additional Comments: Also affiliated with Health Care

Official Use Only

Submitted Date: 6/5/2007 01:39:05 PM Comments: Red Flag: ☐

Request Date: 6/5/2007 06:30:11 PM No negative news found by CDC.

Complete Date: 6/6/2007 06:00:20 PM

Status: Done

False Positive Alert: ☐ Date: Confirmed By:

Risk Committee Review: ☐ Date: Decision:

Reason For No Review:

Restrictions:

Assoc. Individuals Menu

Last Name	First Name
Douglas	Jennifer
Shaw-taylor	Yoku
Isaac	Cynthia

Assoc. Businesses Menu

Primary	Business Name	RRN
✓	Gede Foundation	

Attachments Menu Delete Query

Attachment Name	Size (in Bytes)	Type
EDD Request - AB14108	72,539	pdf

not PVBK

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http://ncsilsmsbl004.noam.msds.wachovia.net/cms/sso/start.swe?SWECmd=Login&SWEPL=1&_sn=FiPN... 7/2/2007

GF-A-00043

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00872 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.394

nt Management System (005)

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Page 1 of 1

File Edit View Query Links Navigate Help

Sitemap | Position | Add Fav | Help | Quick Print | Reports | Queries:

Contact EDD:ticao -> EDD Request:Gede Foundation - 6/5/2007 13:02:47 > Contact EDD:ticao > EDD Request:

Home | Relationship | Contacts | Activities | Alerts | Know Your Customer | Accounts

Activity Home | Activity List

EDD Menu Query 1 - 1 of 1

Request | SSN/Tax ID | Contact High Risk Status | New | EDD High | EDD High-Risk Typ | Medi Date Acct Open | Other Proposed Transaction | Suspicious Activity | Additional Comme

Gede Foundation [redacted] | Done | Charity/Foundation | Also affiliated with H

EDD

Menu Query

New Wealth Client Flag: ☑ Associated Contacts: Cynthia ticao

High-Risk Flag: ☑ High-Risk Type: Charity/Found

Med/Std Risk: ☐ Date Acct Opened:

Other Transaction:

Suspicious Activity:

Additional Comments: Also affiliated with Health Care

Official Use Only

Submitted Date: 6/5/2007 01:39:05 PM Comments: Red Flag: ☐

Request Date: 6/5/2007 06:30:11 PM No negative news found by CDC.

Complete Date: 6/6/2007 06:00:20 PM

Status: Done

False Positive Alert: ☐ Date: Confirmed By:

Risk Committee Review: ☐ Date: Decision:

Reason For No Review:

Restrictions:

Assoc. Individuals Menu

Primary | Last Name | First N

Douglas | Jennife

Shaw-Taylor | Yoku

ticao | Cynthia

Assoc. Businesses Menu

Primary | Business Name | RRN

Gede Foundation

Attachments Menu Query

Attachment Name | Size (in Bytes) | Type

EDD Request - A814108 | 72,539 | pdf

Not PVBK

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ttp://ncsilsmsbl004.noam.msds.wachovia.net/cms/sso/start.swe?SWECmd=Login&SWEPL=1&

GF-A-00044

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00873 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.395

= Redacted by the Permanent Subcommittee on Investigations

NEW ACCOUNT DEPOSIT

FOR DEPOSIT TO THE ACCOUNT OF

NAME GEDE Foundation Expense Account

ADDRESS

CITY STATE ZIP

DATE

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

CURRENCY

COIN

C H E C K S

TOTAL FROM REVERSE

$ 5611861

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

[redacted]

NEW ACCOUNT DEPOSIT

FOR DEPOSIT TO THE ACCOUNT OF

NAME GEDE Foundation Donation Account

ADDRESS

CITY STATE ZIP

DATE

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

CURRENCY

COIN

C H E C K S

TOTAL FROM REVERSE

$ 1318184

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

[redacted]

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

citibank

354610144

CIBUNK NY
FIRST DATA FAB 006 $0.00 ONL DATE 06/01/07
012-03 Ck. Ser.# 354610144 ⑈⑈⑈⑈⑈66,800.45⑈⑈⑈

****SIXTY-SIX THOUSAND EIGHT HUNDRED AND 45/100 DOLLARS****

PAY

TO THE ORDER OF ****GEDE FOUNDATION, INC****

NAME OF REMITTER: GEDE FOUNDATION, INC
ADDRESS:
Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Citibank, N.A., Buffalo, NY

DRAWER: Citibank, N.A.

BY Victoria Lagos
AUTHORIZED SIGNATURE

[redacted] ⑈003546101448⑈

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1214

GF-A-00041

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00874 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.396

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WACHOVIA — **Deposit Account Application**

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

SIGNATURE CARD - The words I, me and my which also mean we, us and our, if more than one customer, mean the person(s) signing this agreement. It is agreed that Wachovia will recognize the signature below in the payment of funds or in the transaction of other business for the account(s). (We agree to the terms and conditions of the Wachovia Deposit Agreement for this account(s) and authorize Wachovia to constitute explicit account(s). (We hereby acknowledge receipt of a Deposit Agreement, schedule of fees and Rate Disclosure, if applicable. Refer to Right of Survivorship provisions for NC and VA accounts.

☐ If checked, then request a Wachovia Banking Card to access to the indicated accounts. (We agree to the terms and conditions of the Wachovia Card Agreement. Bank Use Only: ☒ NEW ☐ SUPERSEDES ALL SIGNATURE CARDS ON FILE

SUBSTITUTE FORM W-9 CERTIFICATION - Under penalties of perjury, I certify that:
(1) The number shown on this form is my correct social security number or employer identification number (or I have applied for and I am waiting for a number to be issued to me) and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
(c) the IRS has notified me that I am no longer subject to backup withholding.
(3) I am a U.S. person (including a U.S. resident alien).

CERTIFICATION INSTRUCTIONS - You must cross out item (2) above if you were notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

The signature authorized below are the duly authorized and genuine signatures which you will recognize and honor in payment of funds or the transaction of other business relating to our account.
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature	Title	Signature	Title
Edward L. Weidenfeld	7/25/07		
Printed Name	Date	Printed Name	Date
Edward L. Weidenfeld	7/25/07		
Signature	Title	Signature	Title
Printed Name	Date	Printed Name	Date
Jennifer Douglas Abubakar			
Signature	Title	Signature	Title
Printed Name	Date	Printed Name	Date

COMPLETE THE APPROPRIATE W-8 FOREIGN CERTIFICATION FORM IF YOU ARE CLAIMING FOREIGN EXEMPTION STATUS.

Org.	Loc.	Branch	Visit No.	Sold By	Referred By
052		00901		AS04116	

	Product Type	Account Number
1	Commercial Checking	2000028808282
2		
3		
4		

PAYABLE ON DEATH (POD) ACCOUNT
(SIGNATURE REQUIRED FOR NC ACCOUNTS ONLY)
I understand that by establishing a trust account under the provisions of North Carolina General Statute 53-146.2 that:
1. During my lifetime I may withdraw the money in the account; and
2. By written direction to Wachovia I may change the beneficiary; and
3. Upon my death the money remaining in the account will belong to the beneficiary and the money will not be inherited by my heirs or be controlled by my will.

I designate _____
(Print name of beneficiary) as beneficiary to receive the balance of my account at my death.

(SEAL)
(Signature of Account Owner)

Name/Address
American University of Nigeria
c/o The Weidenfeld Law Firm
888 17th Street NW
Washington, DC 20006

Tax ID No. of First Name [redacted] Date of Birth

POWER OF ATTORNEY (POA) ACCOUNT
(SIGNATURE REQUIRED FOR NC ACCOUNTS ONLY)
I understand that by establishing a personal agency account under the provisions of North Carolina General Statute 53-146.3 that the agent named in the account may:
1. Sign checks drawn on the account; and
2. Make deposits into the account.
I also understand that upon my death the money remaining in the account will be controlled by my will or inherited by my heirs.
I _____ (write in "Ok" or "do not") allow to have my agent continue to act in my behalf in regard to my account after my incapacity or mental incompetency in the future.

(Signature of Agent)

(Print Agent's Name)

(SEAL)
(Signature of Account Owner)

RIGHT OF SURVIVORSHIP (ONLY NC ACCOUNTS)
We understand that by establishing a joint account under the provisions of:
☐ North Carolina General Statute 53-146.1 that:
1. Wachovia may pay the money in the account to, or on the order of, any person named in the account unless we have agreed with the bank that which needs require one or more sign signature; and
2. Upon the death of one joint owner the money remaining in the account will belong to the remaining joint owners and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.
We DO elect to create the Right of Survivorship in this account.

Signature _____

Signature _____

RIGHT OF SURVIVORSHIP (ONLY VA ACCOUNTS)
If you wish to establish a joint account under Virginia Law, please check one of the following and sign.
☐ JOINT ACCOUNT WITH SURVIVORSHIP - On the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account.
☐ JOINT ACCOUNT - NO SURVIVORSHIP - On the death of a party to the account, the deceased party's ownership in the account passes as a part of the party's estate under the party's will, trust, or by inheritance.

Signature _____

Signature _____

562295 (Rev 02) Page 1 of 1

PART 1- SIGNATURE CARD - DOCUMENT STORAGE SEND TO NC 8538

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1215

JD-F-00426

ph44585 on D330-44585-7600 with DISTILLER

568402.397

Robertson, Mary (HSGAC)

From: Stuber, Laura (HSGAC)
Sent: Tuesday, August 12, 2008 5:08 PM
To: Robertson, Mary (HSGAC)
Subject: FW: American University of Nigeria

Please log in. Thank you. Laura

From: Mary Kennard [mailto:mekesq@american.edu]
Sent: Tuesday, August 12, 2008 4:37 PM
To: Stuber, Laura (HSGAC)
Subject: American University of Nigeria

August 12, 2008

Ms. Laura E. Stuber, Esq.
Counsel
United States Senate
Permanent Subcommittee on Investigations
199 Senate Russell Building
Washington, DC 20510

Dear Ms. Stuber:

This letter follows our August 7, 2008 meeting. I hope our lengthy conversation was helpful in clarifying the critical and central fact that American University of Nigeria ("AUN") is a separate legal entity from American University ("AU") and that AU is providing an educational consultancy management service to AUN but does not operate or control AUN.

While American University will continue to cooperate with your inquiry, AU's ability to respond will continue to be limited by the fact that AUN is an independent institution handling their governance and day-to-day operations. Specifically, questions regarding detailed aspects of AUN's financial, budgetary, fundraising, academic, and facilities management operations can be answered by AUN and its counsel.

AU has been recently contacted by Mr. Edward Weidenfeld, who is a U.S.-based attorney representing Mr. Abubakar and AUN. Mr. Weidenfeld confirmed to us that AUN is aware of the Committee's review and is ready to cooperate with the Committee. In fact, he claims to have tried to contact your office to provide assistance.

Rather than continue to seek this information from third party sources such as AU, I reiterate AU's request for the Committee to seek such information from AUN, Dr. Smith and Mr. Weidenfeld directly. If you have any difficulty obtaining information from AUN, please advise us and we will do our best to assist in coordinating with AUN in providing requested material.

You have noted the Committee has general concerns about the financial dealings of Atiku and Jennifer Douglas Abubakar. You also noted the Committee at this time has no specific information on possible violations of U.S. law or improper acts by AUN or anyone associated with Mr. Abubakar. Based on our conversations, it appears your concerns are based on the fact you have no information on two companies, Letsgo Ltd. and the Guernsey Trust Company, which provided payments for the services rendered under the AUN consultancy management

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1217

agreement of 2003. American University has no other information to provide to the Committee on these two companies. A subpoena or even voluntary request for documents on this issue will not yield new information. For more information, the Committee should direct its questions to Attorney Weidenfeld.

For whatever additional information you need and we might provide, I can assure you we intend to cooperate. With that as an operating assumption I hope you will rescind the need for a formal subpoena. A simple written request to AU will suffice.

American University remains justifiably proud of the advisory role we have played in establishing an independent private university in Nigeria and the progress of that institution. The AUN project provides an opportunity to have a significant impact on an emerging democracy and also opens up educational prospects for our students and faculty to learn and benefit from academic collaborative programs, conferences, and academic exchanges. Since there is no information that you have advised us about regarding any possible violations of U.S. law by AUN and persons identified in your inquiry, AU does plan on renewing our consultancy relationship with AUN. Should you identify any illegality, I respectfully request that the Committee advise us immediately.

Sincerely,

Mary E. Kennard

Mary E. Kennard

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00877 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.399

Consent of the Board of Directors
of
The American University of Nigeria

The undersigned, constituting the Board of Directors of American University of Nigeria ("AUN") hereby waive participation in a meeting and unanimously consent to the adoption of the following resolutions to have the same force and effect as if adopted at a meeting duly called and held on June 2007

Whereas, AUN is a Nigerian nonprofit corporation which wishes to transact business in the United States of America;

Whereas, AUN desires to open a checking account in the United States of America;

Whereas, AUN desires that Edward L. Weidenfeld, a resident of the District of Columbia, be a signatory for such checking account; it is now

RESOLVED, that the Secretary, be authorized and directed to prepare, and file such paperwork and take such actions as required to qualify AUN to open a bank account in the District of Columbia;

RESOLVED, that AUN open and maintain an account in its name for the deposit of any money, checks, drafts, notes and acceptances, or other evidences of indebtedness which may now or hereafter be in the possession of AUN; and that until otherwise ordered, Bank be and hereby is authorized to make payments from said account upon and according to the check, draft, note, or order of AUN when signed by any of its Officers and to receive such order when so signed for the credit of, or in payment from the payee or any other holder written inquiry as to the circumstances of issue or the disposition of the proceeds of the account, and whether drawn to the individual order or tendered in payment of individual obligations of the officers above named or other officers of this corporation or otherwise.

RESOLVED, that the Officers be and hereby are authorized and directed to execute and deliver for and on behalf of AUN any and all documents and instruments and to take all actions and do any and all things which may be necessary or advisable, all of which are hereby approved and ratified by this corporation to accomplish the actions herein authorized

RESOLVED, that the Officers take such necessary actions to authorize Edward L. Weidenfeld to draw checks against the deposits in the checking account as long as there are funds in the account; it is also

Resolved Further that all acts of the Board of Directors and of the Officers of AUN in furtherance of the AUN's business, prior to this date, are hereby ratified, approved, and confirmed

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1217

JD-F-00433

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00878 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.400

AUTHORITY TO BE SIGNATORY

In consideration of the mutual promises and agreements herein contained, American University of Niggria, a _____ nonprofit corporation ("AUN"), and Edward L. Weidenfeld, an individual residing in the District of Columbia hereto agree as follows:

AUN does hereby nominate, constitute and appoint Edward L. Weidenfeld, (hereinafter referred to as "agent") as its true and lawful attorney-in-fact for it, for the sole and express purpose of drafting and signing checks from AUN's checking account #_____ ("the checking account") at Bank _____

Notwithstanding anything in this Agreement to the contrary, AUN neither grants nor conveys and Edward L. Weidenfeld neither acknowledges nor receives any fiduciary responsibilities, corporate obligations, or officer/director duties by virtue of this Agreement

Edward L. Weidenfeld shall only exercise the authority granted in this Agreement when directed by an officer or director of AUN, in writing. Upon receiving such a written instruction Edward L. Weidenfeld may print or write and then sign a check from the checking account to the payee identified in the written authorization for the amount authorized. At no time is Edward L. Weidenfeld obligated to take any action with regard to the checking account. At no time is Edward L. Weidenfeld to take any action with regard to the checking account without the express authority of AUN.

AUN hereby releases and discharges Edward L. Weidenfeld, in his capacity as agent under this Agreement, from any and all claims, liability, responsibility and accountability for or by reason of his acts, transactions or omissions which may arise from the authority to act as provided in this Agreement AUN hereby agrees to indemnify and hold harmless Edward L. Weidenfeld against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any act or omission arising from the authority to act as provided in this Agreement

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00879 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.401

This Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the District of Columbia - The laws of District of Columbia shall govern irrespective of whether either or both of the parties heretofore or hereafter reside or are domiciled in any other jurisdiction and irrespective of whether any property is located in any other jurisdiction If any provision of this Agreement should be held to be invalid or unenforceable under the laws of any State, country or other jurisdiction, the remainder of this Agreement shall continue in full force and effect

AUN shall pay Edward L Weidenfeld a mutually agreed upon fee for performance of the duties contained in this Agreement.

The parties agree that each of them, upon request of the other party or the legal representatives of the other party, shall execute and deliver such other and further instruments as may be necessary or appropriate to effectuate the purposes and intent of this Agreement

Edward L. Weidenfeld, Agent

American University of Nigeria

By: _____
Title: _____

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00880 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.402

Dated: _____

24.7.07
_____, Chairman of AUN Board

24.7.07.
_____, Secretary of AUN Board

_____, Member of AUN Board

_____, Member of AUN Board 22-07-07

22-07-07 ARIN KEKERSEKUN
_____, Member of AUN Board

_____, Member of AUN Board 27-07-07

JD-F-00436

ph44585 on D330-44585-7600 with DISTILLER

568402.403

[redacted] = Redacted by the Permanent Subcommittee on Investigations

The form you have just completed is at. . to be submitted Please review it for accuracy and completeness before submitting

1. If you are satisfied with your answers, please click the Submit button
2. If corrections are needed, click the Back button (below) to return to the form *CAUTION: This may reset some of your data Please verify all fields are correct before resubmitting*
3. Make all necessary changes and re-submit

FIELD NAME	FIELD CONTENTS
T1	**********Requestors Info**********
Date	8/26/2007
LUEmployeeDisplayName	Marcia Bradford
LUEmployeeID	A501116
LUEmployeeEmail	marcia.bradford@wachovia.com
LUEmployeePhone	703/780-8878
LUEmployeeDepartment	Tax Exempt-MATL-Capital
Financial_Center_Number	
Regional_President	Sam Schreiber
T2	**********Customer Info**********
Relationship_Status	New
Relationship_Type	Business
Bus_Legal_Entity	ABTI American University of Nigeria
Customer_Name_First	*
Customer_Name_Last	*
Tax_ID_Number	[redacted]
Tax_Type	EIN
Physical_Address	c/o Weidenfeld Law Firm PC 888 17th Street NW
City	Washington
State	DC
Zip	20006
Country_Formation	Nigeria
Country_Residence	Nigeria
Customer_Since	New
Currency	$100,000
Product_Type	DDA
Business_Reason	AU of Nigeria is affiliated through a management consultancy contract to American University in Washington DC a long-time client of Wachovia AU/US provides curriculum professors and senior management staff to AU/N through the contract. The purpose of the account at Wachovia is for payment of salaries for AU professors who are US citizens, teaching at AU/N AU/N is represented in the US by Ed Weidenfeld, a respected DC attorney, and a person well known to the bank.
Form Number	578225

<< Back | Submit >>

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1218

JD-F-00439

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00882 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.404

From: Patrick Ukata
Sent: Friday, July 6, 2007 3:41 PM (GMT)
To: rpastor@american.edu
Subject: FW: ABTI American University of Nigeria

Bob:

Here is the e-mail from Ed and the ones below that are from Wachovia including the name of the individual requesting the Management Agreement for his committee.

Patrick
Dr. Patrick Ukata
Director
American University and
ABTI-American University of Nigeria
Washington Office
3201 New Mexico Ave. N.W. - Suite 258
Washington, D.C. 20016-8026
Phone: 202-885-3965, Fax: 202-885-1754

-----Forwarded by Patrick Ukata/pukata/AmericanU on 07/06/2007 11:38AM -----

To: "'Patrick Ukata'" <pukata@american.edu>
From: "Edward Weidenfeld" <edward@weidenfeldlaw.com>
Date: 07/06/2007 12:13PM
Subject: FW: ABTI American University of Nigeria

Patrick,

Please call we to discuss this message.

Ed

-----Original Message-----
From: bill.mundy@wachovia.com [mailto:bill.mundy@wachovia.com]
Sent: Thursday, July 05, 2007 3:53 PM
To: edward@weidenfeldlaw.com
Subject: Fw: ABTI American University of Nigeria

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1219

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00883 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.405

Ed - Please see the attached message from Marcia Bradford. Our compliance department is requesting a copy of the management consultancy agreement by and between American University , US , and ABTI American University of Nigeria . Since Marcia is on vacation, please send a copy of the agreement to me and I will forward to the compliance department. Please contact me if you have any questions. Many thanks.

Bill
William T. Mundy, CFP®
Senior Vice President
Regional Managing Director
Wachovia Wealth Management
Wachovia Bank N. A.
1300 I Street N.W. Suite 1200 West
Washington , DC 20005
(ph) 202 414-3464 (fax) 202 414-3394
----- Forwarded by Bill Mundy/CMG/USR/FTU on 07/05/2007 04:43 PM -----

Marcia Bradford/GBG/WACH

07/03/2007 06:45 PM

To

Bill Mundy/CMG/USR/FTU@WACHOVIA, Michele Ross/CBG/USR/FTU@WACHOVIA

cc

Sam Schreiber/CBG/USR/FTU@WACHOVIA

Subject

Fw: ABTI American University of Nigeria

ph44585 on D330-44585-7600 with DISTILLER
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Bill,

Could you communicate the pending decision to Mr. Weidenfeld? He let me know in a previous conversation that if it was necessary, he would ask AU to waive the confidentiality clause to allow us to review the agreement. I will be able to follow up on this once I return from vacation.

Thank you.

Marcia

----- Forwarded by Marcia Bradford/GBG/WACH on 07/03/2007 06:41 PM -----

Marshall Martin/Legal/WACH

07/03/2007 06:18 PM

To

Marcia Bradford/GBG/WACH@Wachovia

cc

GBG Exception Committee@WACHOVIA, carl.cowart@wachovia.com, "Maggie Norris" <maggie.norris@wachovia.com>, Marshall Martin/Legal/WACH@WACHOVIA

Subject

ABTI American University of Nigeria

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Marcia,

The GBG Exception Committee (the "Committee") met today and considered the above referenced exception request. The anti-money laundering community as well as Wachovia's AML Office has heighten sensitivity to money laundering, terrorist financing, and fraud risk associated with Nigeria. As a result, the Committee would have a substantial amount of its concerns alleviated with respect to this request if we are able to review the management consultancy agreement by and between American University , US , and ABTI American University of Nigeria .

The Committee has pended the above request until said agreement is received. Should you have any questions, please do not hesitate to contact me at (704) 383-8698.

Very truly yours,

S. Marshall Martin
Director of GBG International &
High Risk Customer Governance
Wachovia Bank, N.A.
301 S. Tryon St , NC0347
Charlotte, NC 28288
Direct: (704) 383-8698
Facsimile: (704) 374-4183
marshall.martin@wachovia.com

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MANAGEMENT CONSULTANCY AGREEMENT

ABTI-American University of Nigeria, Yola

and

American University, Washington D.C.

This Agreement (hereinafter referred to as "Agreement") is made this 31 day of December, 2003 by and between ABTI-American University of Nigeria, Yola, represented by its Proprietor ABTI Schools Limited, (hereinafter referred to as "ABTI"), having its principal place of business along Lamido Zubairu Way Yola Town, Adamawa State, in the Federal Republic of Nigeria, and American University, Washington D.C. (hereinafter referred to as "AU"), having its principal place of business at 4400 Massachusetts Avenue, N.W., Washington D.C. 20016.

WHEREAS

ABTI desires to establish and build a new American-style university in Yola, Nigeria and to enter into an agreement with AU to provide management consultation, expertise, and advice for this purpose; and

WHEREAS

AU has agreed to provide such management consultation, expertise and advice for the successful establishment of the new university in Nigeria;

NOW THEREFORE, BOTH PARTIES HAVE AGREED TO THE CONDITIONS SET FORTH BELOW.

SECTION 1 **Washington Office**

A. AU shall establish and maintain an international office on the AU campus in Washington, D.C., to assist and service the needs of ABTI for the duration of the Agreement,

B. The office staff shall consist of a Director, Assistant Director, and Staff Assistant, who shall report to the AU President through the AU Vice President of International Affairs.

C. The duties of the International Office staff shall include:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1220

Benjamin Ladner

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1. Facilitating the coordination, consultation, and assistance for the ABTI management team for the benefit of the faculty and students under the terms of the Agreement.

2. Coordinating the recruitment of the ABTI management team, deans, and faculty, and providing consultation and advice afterwards; and

3. Serving as liaison between ABTI and AU faculty and administrators.

SECTION 2 **ABTI Management Team**

A. Appointments

1. AU shall provide assistance to ABTI in recruiting a management team to be stationed in Yola, Nigeria, and composed of the following four executive officers and five academic deans:

   a) President

   b) Vice President of Academic Affairs

   c) Vice President of Finance

   d) Vice President of Administration

   e) Dean of Arts and Sciences

   f) Dean of Entrepreneurial Studies

   g) Dean of the School of Information Technology

   h) Dean of the Engineering School

   i) Dean of the Law School.

2. The Dean of the Engineering School and the Dean of the Law School shall be recruited at a later stage of the Agreement at the request of the ABTI Board of Trustees in anticipation of opening these two schools after the period of this Agreement.

3. ABTI may decide to recruit US expatriates for additional senior administrator positions during later years of the Agreement (e.g., a University Librarian, Director of Information Technology, etc.). ABTI will submit a written request to AU for assistance six months prior to the expected date of hire.

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B. Appointment Process

1. AU will submit management team candidates and the terms of employment to ABTI for approval. Potential hires will be subject to requirements for obtaining Nigerian visas.

2. The President of ABTI will be appointed by the ABTI Board of Trustees to a four (4)-year term, subject to renewal at the pleasure of the ABTI Board of Trustees.

3. The Vice President of Academic Affairs, Vice President of Finance, and Vice President of Administration will be appointed by the ABTI Board of Trustees to two (2)-year terms, subject to renewal by the Board of Trustees, upon the recommendation of the President.

4. AU shall provide for the records of ABTI the letters or instruments of appointment of all members of the management team recruited or appointed by AU under this Agreement.

C. Salaries and Permits

1. ABTI shall be responsible for management team salaries and fringe benefits

2. ABTI shall ~~also~~ assist the management team in obtaining necessary work permits, taxation exemptions and other related approvals as permitted by Nigerian Laws.

3. ABTI shall be responsible for providing accommodations and local benefits for the management team as outlined in Schedule A attached hereto and incorporated by reference.

D. Reporting

1. The ABTI President shall be answerable to the ABTI Board of Trustees.

2. The management team will be on the AU payroll and shall be subject to AU employment policies and benefits.

SECTION 3 Management Assistance and Consultation

A. The management team, in consultation with and ~~with~~ assistance from AU, shall develop the initial academic and administrative programs.

B. AU shall assist and offer advice in the under listed areas.

1. Governance and Institutional Assistance

a) Assist in recruiting principal officers and academic deans

Benjamin Ladner

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b) Assist in establishing a governance structure

c) Assist in developing a student marketing plan

d) Assist in creating financial, budget management, and endowment investment strategies

e) Assist in planning and implementing an information technology system

f) Assist in developing student programs and services

g) Assist in setting up a human resources structure with staff policies and procedures, and in recruiting and training staff.

h) Assist the management team in devising a plan for operating ABTI beyond the period of this Agreement and AU's management assistance.

2. Academic Support Assistance

a) Assist in setting up faculty action processes and manuals (e.g., appointment, reappointment, promotion, leaves, and termination)

b) Provide advice in procurement of laboratory equipment and instruction materials [material acquisition costs are part of the ABTI operating budget]

c) Assist in establishing library collection and development [library acquisition costs are part of the ABTI operating budget]

d) Provide on-site training for Nigerian faculty (e.g., teaching conferences, training with Blackboard, etc.)

e) Assist in monitoring academic curriculum and standards

f) Assist in developing, reviewing, and evaluating graduate programs

3. Nomination to the Board.

AU shall nominate three members to the ABTI Board of Trustees.

4. Other Program Assistance

a) Facilitate faculty and student exchange programs and other appropriate study opportunities, including distance learning

b) Assist in setting up cultural exchange programs

Benjamin Ladan

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c) Assist in establishing research and policy centers (e.g., democracy and election management, anti-corruption, privatization, etc.)

d) Assist in developing fundraising and alumni relations programs

SECTION 4 **Site Visits**

A. AU shall conduct site visits as deemed necessary during the period of the Agreement, the number varying from year to year.

B. The purpose of site visits shall include the following:

1. To provide on-site consultation and advice
2. To review and assess the development and effectiveness of the implementation of the Agreement by faculty and administrators
3. To review program and operational issues identified by ABTI and AU
4. To recommend additional arrangements between AU and ABTI beyond the period of the Agreement.

SECTION 5 **Payments**

A. ABTI shall pay AU a total sum of 7.9 million U.S. dollars according to Schedule B attached hereto and incorporated herein by reference.

B. ABTI shall pay AU a deposit of $750,000 U.S. dollars upon signing this Agreement. The deposit shall be placed in an interest-bearing account and will be used to settle AU's final invoices to ABTI at the end of the Agreement.

C. ABTI shall pay scheduled annual fees to AU on a quarterly basis at the beginning of each quarter. The first payment of $375,000 will be due on January 1, 2004, provided that the total quarterly payments, including the deposit of $750,000.00, shall not exceed the sum of $7.9 million specified in section 5-A above.

D. At the end of each quarter, AU will invoice ABTI for the costs of salaries and benefits for the ABTI management team, plus an administrative fee equal to 25% of those salaries and benefits. ABTI will pay the amount due within thirty (30) days of receipt of the invoice.

E. All accrued interest on the deposit of $750,000.00 are monies due to and shall be paid to ABTI upon settlement of the final invoice at the end of this Agreement or as provided in Section 8.

F. Payment of amounts due will be made to AU *via* electronic funds transfer to:

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Chevy Chase Bank
Bethesda, Maryland
ABA #[redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

For credit to the American University Account

SECTION 6 **Agreement Period**

1. This Agreement shall be for a period of five years commencing January 1, 2004 and ending December 31, 2008.

2. Any renewal or extension of the Agreement must be made in writing at least nine (9) months prior to the expiration of the Agreement and signed by the duly authorized representatives of ABTI and AU.

SECTION 7 **Notices**

A. The parties agree that service of all notices required under or pertaining to this Agreement will be sent via fax, air mail, or electronically to the parties at the addresses set forth below or as subsequently amended from time to time in writing by them:

1. AMERICAN UNIVERSITY
   Vice President of International Affairs
   American University
   4400 Massachusetts Avenue, NW
   Washington, DC 20016-8026
   USA
   Tel: (202) 885-2728
   Fax: (202) 885-1366

2. ABTI-AMERICAN UNIVERS1TY
   ABTI-American Implementation Committee
   Lamido Zubairu Way. P.M.B 2265
   Yola, Nigeria

   cc: President of ABTI-American University
   Tel: 234 (075) 634962
   Fax: 234 (075) 625411

B. All correspondence and communications will reflect acknowledgment of receipt.

SECTION 8 **Termination**

A. Notice and Termination. After January 1, 2005, either party may, at any time, terminate this Agreement by giving thirty (30) calendar days written notice to the

Benjamin Ladner

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other party. Such termination will become effective ninety (90) calendar days after the non-terminating party has received the termination notice. After such notice, both parties will collaborate fully in bringing the Agreement and the scope of the work specified herein to an orderly conclusion.

B. Payments. Within thirty (30) calendar days of the effective date of termination of this Agreement, ABTI will pay AU any and all amounts, whether expended or committed (prior to the effective date of termination) as a result of carrying out the terms and conditions of the Agreement and the termination thereof, including compensation and related costs for AU personnel and/or any other person, firm, company or institute rendering any service to ABTI to further the purposes of this Agreement, upon proof of said prior commitment or expenditure by AU.

C. Force Majeure.

(i) In case of war or any other force majeure that makes it impossible to carry on with the services contemplated herein, the parties will be released from the obligations of this Agreement to the extent that the war or force majeure does not allow the continuation of the Agreement. In order to affect this clause, the party claiming force majeure must notify the other party at the earliest possible date of the existence of the force majeure. Upon notice of a force majeure, ABTI will pay to AU within thirty (30) calendar days any and all amounts expended or committed by AU for ABTI under this agreement up to the date of the force majeure.

(ii) Where termination is effected for a force majeure event, any amounts expended and committed by AU for ABTI will be deducted from the deposit if not already satisfied.

D. Management Team Terminations. A member of the management team may be terminated for cause under the applicable laws of the Federal Republic of Nigeria or the United States of America as mutually agreed upon by the parties of this Agreement. ABTI may direct AU to make changes in the management team should circumstances require. ABTI will be responsible for all costs associated with such changes. In either case, AU will assist ABTI in identifying or recruiting a replacement.

SECTION 9 Proprietary Information and Non-Disclosure

A. Each party reserves the right to its proprietary documents and materials, which shall not be considered to be developed under a joint venture or partnership.

B. Each party will maintain the proprietary information of the other party, including this Agreement, in confidence, and will not, without the other party's express permission disclose such information to third parties

Benjamin Ladner

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SECTION 10 **Applicable Law and Jurisdiction of Courts**

This Agreement shall be governed by the applicable Laws of Federal Republic of Nigeria and the United States of America and be subject to the jurisdiction of the courts of Nigeria and the United States of America.

SECTION 11 **Settlements, Entire Agreement, and Waiver**

A. It is in the interest of both parties to settle disputes in connection with the Agreement amicably and equitably. Therefore, the parties will make their best effort to settle differences through cooperation and consultation.

B. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitration ruling will be final and binding on both parties.

C. This Agreement represents the entire agreement between ABTI and AU and may not be amended except in writing and signed by the duly authorized representatives of the parties. The Agreement supercedes any prior agreement or oral representations that may have been made prior to the execution of this Agreement.

D. A waiver of any obligation contained in the Agreement shall not be construed as a waiver of any other obligation contained herein.

SECTION 12 **Trademark Licensing**

ABTI acknowledges and agrees that AU is the sole and exclusive owner of the AMERICAN UNIVERSITY mark in the United States of America and throughout the world. The parties have executed a Trademark License Agreement that shall control ABTI's use of the AMERICAN UNIVERSITY mark, and which is attached hereto as Exhibit "A" and is expressly incorporated herein by reference.

SECTION 13 **Indemnity**

Each party shall indemnify, defend and hold harmless the other party for loss, claim, damage, or demand, whether real or personal property damage resulting from their negligence or the negligence of their officers, directors, agents, employees of subcontractors. No consequential, liquidated or special damage may be claimed

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against the other party. Each party certifies that it has sufficient insurance or collateral to support this indemnification obligation.

SECTION 14 **Entire Agreement**

This Agreement supercedes all prior and or written representation with respect to the subject matter hereof, except as provided in the executed MEMORANDUM OF UNDERSTANDING of November 14, 2003.

Now intending to be legally bound, the parties have caused their duly authorized representatives to execute this Agreement as of the day and date first above written.

For American University
Washington, D.C.

Benjamin Ladner

Benjamin Ladner, President

Signed by representative of ABTI-Schools Limited for and on behalf of ABTI American University of Nigeria, Yola

Adamu Abubakar,

(Chairman ABTI Schools Limited)

Witness

Name. Robert A. Paster
Address. American University
Title. Vice President
Signature.
Date. February 3, 2004

Witness

Name. FELIX A-E- OBADAN
Address. ABTI-AMERICAN UNIVERSITY OF NIGERIA
Title. CO-ORDINATOR
Signature.
Date. DECEMBER 29, 2003.

Benjamin Ladner

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Schedule A

ABTI MANAGEMENT TEAM
ACCOMMODATIONS AND BENEFITS

January 1, 2004

ABTI will provide accommodations and benefits as outlined below to the members of the management team.

President

1. First-class air travel between the President's home country and Yola, Nigeria for the President and immediate family members residing with the President, at a cost to be determined in the terms of employment.
2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the President's appointment and return at the conclusion of the appointment, shall be determined in the terms of employment
3. Home leave at the end of each year of service with round-trip, first-class air travel between the President's home country and Yola, Nigeria for the President and immediate family members residing with the President, at a cost to be determined in the terms of employment.
4. A fully furnished residence, with two (2) house staff, in which the President will be required to live.
5. A car and driver for use by the President and family.
6. A budget for appropriate and reasonable entertainment by the President in the President's residence.

Vice President of Academic Affairs

1. Business-class air travel between the Vice President's home country and Yola, Nigeria for the Vice President and immediate family members residing with the Vice President, at a cost to be determined in the terms of employment.
2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the Vice President's appointment and return at the conclusion of the appointment, shall be determined in the terms of employment

Benjamin Ladner

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3. Home leave at the end of each year of service with round-trip, business-class air travel between the Vice President's home country and Yola, Nigeria for the Vice President and immediate family members residing with the Vice President, at a cost to be determined in the terms of employment.

4. A fully furnished residence in which the Vice President will be required to live.

5. A car for use by the Vice President and family.

6. A budget for appropriate and reasonable entertainment by the Vice President in the Vice President's residence.

Vice President of Finance and Vice President of Administration

1. Business-class air travel between their home countries and Yola, Nigeria for the Vice Presidents and immediate family members residing with them, at a cost to be determined in the terms of employment.

2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the Vice President's appointments and return at the conclusion of the appointments, shall be determined in the terms of employment

3. Home leave at the end of each year of service with round-trip, business-class air travel between their home countries and Yola, Nigeria for the Vice Presidents and immediate family members residing with them, at a cost to be determined in the terms of employment.

4. A fully furnished residence in which the Vice Presidents will be required to live.

5. A car for use by the Vice Presidents and families.

Deans

1. Business-class air travel between their home countries and Yola, Nigeria for the Deans and immediate family members residing with the Deans, at a cost to be determined in the terms of employment.

2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the Deans' appointments and return at the conclusion of the appointments, shall be determined in the terms of employment

3. Home leave at the end of each year of service with round-trip, business-class air travel between their home countries and Yola, Nigeria for the Deans and

Benjamin Ladner

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immediate family members residing with them, at a cost to be determined in the terms of employment.

4. A fully furnished residence in which the Deans will be required to live.

5. A car for use by the Deans and families.

Benjamin Lachman

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Schedule B

ABTI/AU SCHEDULE OF FEES

	COST ITEMS	1st YEAR 2004 $' 000	2nd YEAR 2005 * $' 000	3rd YEAR 2006 $' 000	4th YEAR 2007 $' 000	5th YEAR 2008 ** $' 000	TOTAL $' 000
1	Establish and operate a Washington Office - costs include salaries, benefits, travel, recruiting expenses, equipment, supplies, and offices for a senior-level director, assistant director, recruiter or contracting search firm, and staff assistants; plus oversight and advice by the AU vice president of international affairs and other AU administrators and faculty	700	900	900	900	800	**4,200**
2	Develop governance and institutional support	250	250	200	200	200	**1,100**
3	Provide academic development, review, and support	250	250	200	200	200	**1,100**
4	Attend site visits	100	100	100	100	100	**500**
5	Advise program development opportunities	100	100	100	100	100	**500**
6	Provide other educational consultation and assistance requested by ABTI	100	100	100	100	100	**500**
	TOTAL	**1,500**	**1,700**	**1,600**	**1,600**	**1,500**	**7,900**

* Fall 2005 projected opening date of ABTI

** Detailed planning and staffing for the opening of the Engineering School and Law School in the Fall of 2009. Marketing and curriculum planning for graduate programs will begin as well.

Benjamin Ladner

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[redacted] = Redacted by the Permanent Subcommittee on Investigations

From: Robert Pastor
Sent: Wednesday, July 11, 2007 9:41 PM (GMT)
To: pukata@american.edu
Subject: Fw: Relationship between American Univ and Amer Univ of Nigeria - articles andlinks

---

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366
----- Forwarded by Robert Pastor/rpastor/AmericanU on 07/11/2007 05:43 PM -----

"Edward Weidenfeld" <edward@weidenfeldlaw.com>
07/11/2007 06:33 PM

To
"'Robert Pastor'" <rpastor@american.edu>
cc

Subject
RE: Relationship between American Univ and Amer Univ of Nigeria - articles andlinks

Bob,

Welcome back and thanks.

Ed Weidenfeld

-----Original Message-----
From: Robert Pastor [mailto:rpastor@american.edu]
Sent: Wednesday, July 11, 2007 2:40 PM
To: marshall.martin@wachovia.com
Cc: edward@weidenfeldlaw.com; Patrick Ukata; JDoug52928@[redacted]
ajuji.ahmed@[redacted]; smittyghb@[redacted]
Subject: Relationship between American Univ and Amer Univ of Nigeria - articles andlinks

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1221

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Dear Mr. Martin:

Much thanks for your phone call and your help on this. I was glad that the information that I provided below was sufficient for opening the account.

sincerely,

Bob

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366

marshall.martin@wachovia.com
07/11/2007 11:12 AM

To
Robert Pastor <rpastor@american.edu>
cc
edward@weidenfeldlaw.com, pukata@american.edu
Subject
Re: Relationship between American Univ and Amer Univ of Nigeria - articles andlinks

Dr. Pastor,

Thank you for the information below, it was very helpful. Just left a voice mail for Maria regarding the same. Based on the information provided below, Wachovia will move forward with underwriting for ABTI-American University of Nigeria's requested deposit account. Please note that because of Bank Secrecy Act and USA Patriot Act obligations for which the bank is subject, account's owned by offshore entities must be underwritten prior to establishment. However, that process has now commenced.
Should you have any further question, please do not hesitate to contact me at (704) 383-8698.

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Very truly yours,

S. Marshall Martin
Director of GBG International &
High Risk Customer Governance
Wachovia Bank, N.A.
301 S. Tryon St, NC0347
Charlotte, NC 28288
Direct: (704) 383-8698
Facsimile: (704) 374-4183
marshall.martin@wachovia.com

* * * * * * *

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Robert Pastor <rpastor@american.edu>
07/10/2007 12:52 PM

To
marshall.martin@wachovia.com
cc
pukata@american.edu, edward@weidenfeldlaw.com
Subject
Relationship between American Univ and Amer Univ of Nigeria - articles andlinks

PAU024453

Marshall:

Good to talk with you. The articles and links below should provide sufficient information on the relationship between the American University of Nigeria (AUN - also known as ABTI-American University of Nigeria) and American University in Washington, D.C. As I said, however, the corporate account that Wachovia is setting up for AUN is quite distinct from AU's accounts.
You asked how much funding is likely to pass through the AUN account. At the current moment, the amount is roughly $200,000 per month, largely for the salaries of expatriates who are teaching or working at AUN, or $2.4 million per year, but I can anticipate that it might rise to $250,000 per month or roughly $3 million per year.

Please let me know if you need anything else. If you need a letter from me, please let me know what you would need for me to write in that letter.
Sincerely,

Bob

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366
----- Forwarded by Robert Pastor/rpastor/AmericanU on 07/10/2007 12:42 PM -----

Maria Pahigiannis/pahigian/AmericanU
07/09/2007 03:55 PM

To
Robert Pastor/rpastor/AmericanU@AmericanU
cc

Subject
AAUN articles and links

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00903 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.425

Attached please find a number of articles that detail the development of AAUN since its foundation as well as the relationship between AU and AAUN.

Also, please visit the "About AAUN" link on the ABTI-American University of Nigeria website, which describes the creation of the University in partnership with American University in Washington, DC:
http://www.abti-american.edu.ng/about.htm
You may also visit AU's Office of International Affairs' website to learn more about AU's international presence and partnerships with "American Universities Overseas" - AU Sharjah and ABTI-AUN: http://www.american.edu/ia/auo.html
ForwardSourceID:NT0006FBF2

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00904 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.426

From: marshall.martin@wachovia.com
Sent: Wednesday, July 11, 2007 3:13 PM (GMT)
To: Robert Pastor <rpastor@american.edu>
Cc: edward@weidenfeldlaw.com; pukata@american.edu
Subject: Re: Relationship between American Univ and Amer Univ of Nigeria - articles andlinks
Attach: 2005-Winter - AU-Backed Nigerian University Breaks Ground - American Magazine.pdf;2004-3-2 - ABTI-American University of Nigeria Takes Shape - American Weekly.pdf;2004-11-16 - Foundations laid for Nigerian University - American Weekly.pdf;Nigerian students at AAUN complete first semester of American.pdf;2-20-07 American Weekly - AAUN reaches major milestones.doc;2-5-07 Eagle - AU helps first private college open in Nigeria.pdf

---

Dr. Pastor,

Thank you for the information below, it was very helpful. Just left a voice mail for Maria regarding the same. Based on the information provided below, Wachovia will move forward with underwriting for ABTI-American University of Nigeria's requested deposit account. Please note that because of Bank Secrecy Act and USA Patriot Act obligations for which the bank is subject, account's owned by offshore entities must be underwritten prior to establishment. However, that process has now commenced.

Should you have any further question, please do not hesitate to contact me at (704) 383-8698.

Very truly yours,

S. Marshall Martin
Director of GBG International &
High Risk Customer Governance
Wachovia Bank, N.A.
301 S. Tryon St, NC0347
Charlotte, NC 28288
Direct: (704) 383-8698
Facsimile: (704) 374-4183
marshall.martin@wachovia.com

* * * * * * *

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and/or entity named as recipient(s) in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains. Thank you.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1222

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Robert Pastor <rpastor@american.edu>

07/10/2007 12:52 PM

To
marshall.martin@wachovia.com
cc
pukata@american.edu, edward@weidenfeldlaw.com
Subject
Relationship between American Univ and Amer Univ of Nigeria - articles andlinks

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Dr. Robert A. Pastor

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568402.428

Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366
----- Forwarded by Robert Pastor/rpastor/AmericanU on 07/10/2007 12:42 PM -----
Maria Pahigiannis/pahigian/AmericanU

07/09/2007 03:55 PM

To
Robert Pastor/rpastor/AmericanU@AmericanU
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Subject
AAUN articles and links

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ForwardSourceID:NT0006FBF2 - 2005-Winter - AU-Backed Nigerian University Breaks Ground - American Magazine.pdf - 2004-3-2 - ABTI-American University of Nigeria Takes Shape - American Weekly.pdf - 2004-11-16 - Foundations laid for Nigerian University - American Weekly.pdf - Nigerian students at AAUN complete first semester of American.pdf - 2-20-07 American Weekly - AAUN reaches major milestones.doc - 2-5-07 Eagle - AU helps first private college open in Nigeria.pdf

ph44585 on D330-44585-7600 with DISTILLER
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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00908 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

JENNIFER DOUGLAS ABUBAKAR: SUMMARY OF ACCOUNT RELATIONSHIPS

TYPE OF ACCOUNT	ACCOUNT NUMBER	DATE OPENED	LOCATION OPENED	INITIAL FUNDING	CO-SIGNORS	DATE CLOSED
Personal Checking	1010122288618	May 11, 2007	Potomac, MD Branch General Bank	$100.00 deposit May 11, 2007 Cash	N/A	Feb. 11, 2008
Personal Checking	1010122288621	May 14, 2007	Washington, DC Wealth Management Office	$181,939.18 deposit June 1, 2008 Citibank Official Check drawn on Jennifer Douglas account	N/A	Feb. 7, 2008
Personal High Performance Money Market	1010185917340	Aug. 21, 2007	Potomac, MD Branch General Bank	$20,000.00 transfer Aug. 21, 2007 from account 1010122288621	N/A	Feb. 20, 2008
Gede Foundation Expense Account	2000024527130	June 11, 2007	Washington, DC Wealth Management Office	$56,118.61 deposit June 11, 2007 Citibank Official Check drawn on Gede Foundation account (one check for $66.600.45)	Cynthia J. Ticao Yoku Shaw-Taylor	Jan. 31, 2008
Gede Foundation Donation Account	2000024527143	June 11, 2007	Washington, DC Wealth Management Office	$13,181.84 deposit June 11, 2007 Citibank Official Check drawn on Gede Foundation account (one check for $66.600.45)	Cynthia J. Ticao Yoku Shaw-Taylor	Jan. 31, 2008
American University of Nigeria	2000028808282	July 23, 2007	General Bank	$300.000.00 wire transfer July 26, 2007 from Lets Go Limited, Inc., Panama	Edward Weidenfeld	Jan. 31, 2008

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1225

568402.430

JENNIFER E DOUGLAS Image CK # 1072 EDIV 8x4530 APP: 226878 1071
9731 SORREL AVE
POTOMAC, MD 20854
65-320/550
BRANCH 20318

Sept 5 2007 Date

Pay to the order of Kamal FAYAD $9,500.00

Nine Thousand Five Hundred Dollars

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

VA DL [redacted]

09/05/07 [redacted]

For 09:38 AM $9,5[redacted] Jennifer Douglas

[redacted] 1071 ⑈0000950000⑈

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[redacted]

WACHOVIA NA SVC07[redacted]1957
PHILA, PA 09052007 08PK
[redacted]

Account	Date	Amount	Serial Number	Sequence	Status
[redacted]	9/5/2007	$9,500.00	[redacted]		Posted Items

Wachovia Bank, N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia Bank, N.A. or its predecessors.

Page 19

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1227

JD-F-00053

ph44585 on D330-44585-7600 with DISTILLER

568402.431

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Suspicious Internal Referral

Common Information

Activity Reported By:
James, Corelett
804/398-7003
corelett.james@wachovia.com

Request #: 44732
Created: 9/5/2007 10:20:45 AM
Submitted: 9/5/2007 10:20:45 AM
Status: Forwarded

Core Information | History | Administration

* denotes required field

Branch Information

Report Branch Number or Internal Location * va3434

Date Activity Discovered 9/5/2007

Date Range of Suspicious Activity * 8/16/2007 TO 9/5/2007

Account Information

PLEASE LIST ACCOUNT TITLES and NUMBERS IN WHICH SUSPICIOUS ACTIVITY IS OCCURRING:

Account Title	Account Number
Jennifer E Douglas	1010122286618
	1010122288621
	1010185917340

Person Conducting the Transaction Information

Name * Kamal Fayad

SSN/TIN * 999-99-9999 if unknown [redacted]

Address: Street *

Address: Street

City / State / Zip * //

Identification #1 / Type [redacted] Drivers License Issued By

Identification #2 / Type [redacted] bank of america / Issued By

Description of Suspicious Activity * Non customer presented a check to negotiate at the Pinecrest Financial CTR 06575. I reviewed our customers account and it is frequent transfers between her 3 accounts that was opened 4 months Also large auto debits to Neman Marcus and American Express along with wires in and out . Most recent for 300k from Nigeria.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1228

ph44585 on D330-44585-7600 with DISTILLER

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568402.432

JENNIFER E DOUGLAS, Case#2007007693

[redacted] = Redacted by the Permanent Subcommittee on Investigations

TIN: [redacted]
JENNIFER E DOUGLAS
9731 SORREL AVE
POTOMAC MD 20854
Ph#240-[redacted]/#301-[redacted]
Customer Since: 08132004
Employer- UNEMPLOYED
Accounts:

DDA	1010122288618	FREE	S	OP	05112007	N	84923.35+
DDA	1010122288621	FREE	S	OP	05142007	N	1255 61+
DDA	1010185917340	HPMM	S	OP	08212007	N	30046 58+
DBC	4828500778269	CKCD	S	OP	05112007	N	

Period of Review: 07/01/07-10/11/07
Branch Involved: Potomac Prómenade Financial Center in Potomac MD
Reasons for Initiating the Investigation:
This case was generated from a Suspicious Internal Referral. The Description/Summary of Activity reads, "Non customer presented a check to negotiate at the Pinecrest Financial CTR
06575. I reviewed our customers account and it is frequent transfers between her 3 accounts that were opened 4 months. Also large auto debits to Neman Marcus and American Express along with wires in and out Most recent for 300k from Nigeria."

Case Summary
A review of DDA#1010122288618 between the dates of 07/01/07-10/11/07 revealed this account was opened on 05112007. The account is funded by wire transfers and account transfers. There were seven account transfers observed between August and September that ranged in amounts from $19,000 to $50,000. Four of those transfers were during the month of August (DDA#8621-totaling $190,000) During this review period there were seven wire transfers credited to this account ranging in amounts from $13,029 50 to $300,000.00. It was also observed that five of seven wires were sent from GUERNSEY TRUST COMPANY out of Nigeria (High Risk Country).
Incoming wires are as follows:
Dates: 7/05, 7/10, 7/26; 9/4; 9/27 [4 @ $300,000 & 1@ $350,000]
Originator: GUERNSEY TRUST COMPANY NIGERIA - VICTORIA ISLAND-LAGOS-NIGERIA-Originating Bank. UBS AG 677 WASHINGTON BLVD STAMFORD,CT 06912

Dates: 8/20; 9/20 [$26,244 20]
Originator PLATINUMHABIB BANK PLC (FMR PLATINU)- PMB 80054,V I.AT HEAD TREASURY PLOT 707, ADEOLA HOPEWELL STREET VI LAGOS, NIGERIA.
Originating Bank DEUTSCHE BANK TRUST COMPANY AMERICA 60 WALL ST NEW YORK CITY,NY 10005

DDA#1010122288618 debits for this period consist of checks, check card purchases, and ACH automated debits. ACH debits were sent to various credit card merchants and other businesses (American Express, Mortgage Payment, CITIBANK CRDT, Chase, HSBC, Capital One, Verizon, Sprint, Restaurants, Washington Gas, Deer Park, etc). ACH debits sent to credit card merchants ranged in amounts from $400 to $90,000.00 The majority of checks drawn on this account were made payable to various individuals and GEDE Foundation Checks drawn on this account ranged in amounts up to $136,706 19. Outgoing wires observed ranged in amounts from $10,000 to $100,000.

Dates. 9/20; 10/09 [$26,244 20; $100,000] Beneficiary. TANMIYAT REAL ESTATE - **Account:** [redacted]
Beneficiary Bank: DUBAI ISLAMIC BANK LIMITED P.O BOX 1080 DUBAI AE: Intermediary Bank: The Bank of New York 48 Wall ST New York City, NY 10286
Dates: 9/06; 10/04 [$61,516 38; $22,650] Beneficiary. GEDE FOUNDATION- Account: 2000024527130
Beneficiary Bank. WACHOVIA BANK, NATIONAL ASSOCIATION 5025 CONNECTICUT AVE WASHINGTON,DC 20008
Dates 8/29 [26,244.20] Beneficiary. **ABTI- AMERICAN UNIVERSITY- Acct**[redacted] Beneficiary Bank. ZENITH INTERNATIONAL BANK LTD YOLA ADAMAWA STATE NIGERIA
Dates. 8/14 [10,000.00] Beneficiary Ajuji Ahmed – Account: [redacted]
Beneficiary Bank: HABIBSONS BANK LIMITED 55-56 ST JAMES STREET LONDON-ENGLAND-UNITED KINGDOM
Dates: 8/09 [29,201 50] Beneficiary: HADIZA L. HASSAN KATSINA- Account[redacted]
Beneficiary Bank· BARCLAYS BANK PLC 68 KNIGHTSBRIDGE LONDON SW1X 7NT GB SW1X 7NT

ph44585 on D330-44585-7600 with DISTILLER
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Dates: 8/09 [21,000.00] Beneficiary. WORLD GSM SATELLITE COMMUNICATION- Account [redacted]
Beneficiary Bank. GUARANTY TRUST BANK LIMITED ABUYA NIGERIA
Dates. 8/07 [26,244.20] Beneficiary: PLATINUMHABIB BANK PLC (FMR PLATINU)- PMB 80054,V.I,AT HEAD TREASURY PLOT 707, ADEOLA HOPEWELL STREET VI LAGOS, NIGERIA.
Beneficiary Bank DEUTSCHE BANK TRUST COMPANY AMERICA 60 WALL ST NEW YORK CITY,NY 10005

A review of DDA#1010122288621 between the dates of 07/01/07-10/11/07 revealed this account was opened on 05112007. The account is funded by a $200,000 account transfer from DDA#8618. Other credits included three wire transfers totaling $14,300.00 and a $181, 939.18 Citibank Official check {Purchased by Jennifer Davis and made payable to Jennifer Davis}. Debits consisted on numerous domestic and international wire transfers sent to various individuals ranging in amounts from $2600 to $13,046.67. During the month of August there were four account transfers sent to DDA#8618 totaling $190,000. Reference my conversation with the customer, out going wire transfers were payroll payments to staff members of the American University of Nigeria. This account was used to make payroll payments during the month of June until the University established a Wachovia account.

A review of DDA#1010185917340 revealed credits consisted of the following account transfers
8/21/07 $20,000 from DDA#8621; 9/04/07 $50,000 from $8618
Debits consisted of the following account transfers sent to DDA#8618
9/17/07 $20,000 & 9/20/07 $20,000

TIN [redacted]
AMERICAN UNIVERSITY OF NIGERIA
C/O WEIDENFELD LAW FIRM, PC
888 17TH STREET NW
SUITE 900
WASHINGTON DC 20006
Ph#202[redacted]
Signor: Jennifer Douglas Abubakar, Edward Weidenfeld
Account:
DDA 2000028808282 COMM S OP 07232007 238112.73+
A review of DDA#2000028808282 between the dates of 07/01/07-10/11/07 revealed this account was opened on 07232007 The account is funded by wire transfers from LETSGO LIMITED INC [High Risk Country-Panama, Bank: UBS AG 677 WASHINGTON BLVD STAMFORD,CT 06912]
Noticeable incoming wire transfers: 7/26/07 $300,000; 9/04/07 $300,000; and 9/27/07 $200,000. Other wire transfers observed ranged in amounts from $3046.15 to $5,155.26.

Debits consisted of numerous out-going international and domestic wire transfers sent to various individuals. Wire transfers observed ranged in amounts from $63.12 to $11,444.93. These wires appeared to be consistent with the monthly payroll disbursements.

Research
Google and Lexis-Nexis revealed no suspicious information

Compliance Response:
On 10/11/07, I spoke with JENNIFER E DOUGLAS who advised she receives monthly wires in the amounts of $300,000 from her husband She said those fund were generated from his business, Oil Logistics, in Nigeria [GUERNSEY TRUST COMPANY NIGERIA] Jennifer said during the month of July her husband was in the process of opening a new account for the American University of Nigeria. She said there were two $300,000 wires posted to her account to hold until the University establishes a Wachovia account. She referred the attorney over the University's account for further information [Edward Weidenfeld 202-[redacted] All outgoing funds were used to pay professors/Instructors, school tuitions, and other living expenses. Jennifer also stated that wired funds in the amount of $26,244.20 and $100,000 that were sent to DUBAI ISLAMIC BANK LIMITED were used for the purchase of a home in Dubai.

REDACTED

The profile of the customer in question does not appear to substantiate the aggregated fund transfers wired in and out of this account. Supporting documentation will be maintained in Charlotte, N.C. and includes the following: Selected customer account records and transactions, external research and correspondence.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00912 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.434

REDACTED
Calvin Bruce
704-427-9080

JD-F-00008

ph44585 on D330-44585-7600 with DISTILLER

568402.435

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00914 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Account Number - 000001010122288618. Bank/Org - 014 - Maryland

Posting Date	Amount	Serial Number	Sequence Number	Type	Status	Source	Reference	Description	Cap Cycle	Cap Date	Eff Date	Code
8/14/2007	$40 00		0000002007081400351[redacted]	Debit	Posted Items	All Other Transactions		FUNDS TRANSFER FEE (ADVICE[redacted]			8/14/2007	00265
10/9/2007	$40 00		0000000007100904174[redacted]	Debit	Posted Items	All Other Transactions		FUNDS TRANSFER FEE (ADVICE[redacted]			10/9/2007	00265
8/9/2007	$10,000 00		0000000007082903804[redacted]	Debit	Posted Items	All Other Transactions		INTL FUNDS TRANSFER (ADVICE[redacted]			8/9/2007	00259
8/9/2007	$21,000 00		0000000007082903833[redacted]	Debit	Posted Items	All Other Transactions		INTL FUNDS TRANSFER (ADVICE[redacted]			8/9/2007	00259
8/14/2007	$29,201 50		0000000007081400016[redacted]	Debit	Posted Items	All Other Transactions		INTL FUNDS TRANSFER (ADVICE[redacted]			8/14/2007	00259
8/29/2007	$26,244 20		0000000007082908207[redacted]	Debit	Posted Items	All Other Transactions		INTL FUNDS TRANSFER (ADVICE[redacted]			8/29/2007	00259
10/9/2007	$100,000 00		0000000007100904174[redacted]	Debit	Posted Items	All Other Transactions		INTL FUNDS TRANSFER (ADVICE[redacted]			10/9/2007	00259
7/5/2007	$15 00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			7/5/2007	00161
7/10/2007	$15.00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			7/10/2007	00161
7/26/2007	$15 00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			7/26/2007	00161
8/4/2007	$15 00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			8/4/2007	00161
8/27/2007	$15 00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			8/27/2007	00161
7/30/2007	$25 00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			7/30/2007	00161
7/30/2007	$25 00		0000000000000000004	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			7/30/2007	00161
8/7/2007	$25 00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			8/7/2007	00161
8/8/2007	$3 00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			8/8/2007	00161
10/4/2007	$3 00		0000000000000000002	Debit	Posted Items	All Other Transactions		MISCELLANEOUS FEE			10/4/2007	00161
8/19/2007	$35.00		0000084200729031172[redacted]16	Debit	Posted Items	All Other Transactions		NSF FEE FOR ITEM [redacted]16			8/19/2007	00370
8/20/2007	$35.00		0000084200729163119[redacted]34	Debit	Posted Items	All Other Transactions		NSF FEE FOR ITEM [redacted]34			8/20/2007	00370
8/15/2007	$35 00		0000000000000000001	Debit	Posted Items	All Other Transactions		OVERDRAFT/UNAVAILABLE FUNDS FEE			8/15/2007	00164
8/2/2007	$74 39		0000020070801033376	Debit	Posted Items	Automated Teller Machine		PURCHASE SAFEWAY STORE 0845 DE			8/2/2007	00576
8/15/2007	$153.30		0000020070815171850[redacted]	Debit	Posted Items	Automated Teller Machine		PURCHASE SOU GIANT FOOD INC 0308 DE			8/15/2007	00576
8/1/2007	$1,000.00	0000015811824[redacted]3	0000012007213141[redacted]7054	Debit	Posted Items	Automated Clearing House		TRANSFER TO CHECKING #[redacted]3724			8/1/2007	00777
8/4/2007	$1,000 00	0000015811824[redacted]3	0000012007214702[redacted]4540	Debit	Posted Items	Automated Clearing House		TRANSFER TO CHECKING #[redacted]3724			8/4/2007	00777
10/1/2007	$1,000 00	0000015811824[redacted]3	0000012007271433[redacted]872	Debit	Posted Items	Automated Clearing House		TRANSFER TO CHECKING #[redacted]3724			10/1/2007	00777
8/3/2007	$200,000 00		0000026078803180[redacted]354	Debit	Posted Items	Automated Teller Machine		TRNSFR 1010122288621			8/3/2007	00292
8/4/2007	$30,000 00		0000025079904114[redacted]117	Debit	Posted Items	Automated Teller Machine		TRNSFR 1010118581734[redacted]			8/4/2007	00292

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1230

JD-F-00034

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INSIDE WACHOVIA NEWTON

Wire Detail Page

Home |Wire Summary Inquiry |Wire Detail Inquiry |Bank to Bank Search |Orp to Bnp Search |LookUp Double Soundex Nam
Credit Pay to Party Search |Orp and Bnp Search |Restricted Country Search |Admin Menu |Archive Menu |Report | Help

Originator\Beneficiary Information
Debit\Credit Information
Credit Pay to Party Information
Originator\Beneficiary Bank
Sender\Intermediary Information
Additional Information

Go Back

Date:	10/09/2007	Amount:	$100,000.00	Reference Number:	00041745
Wire Exchange Rate:	1	Wire Currency:	100000.00	Wire Currency Code:	USD
Base Exchange Rate:	1	Base Currency:	100000.00	Base Currency Code:	USD
Client Source:	IX	Value Date:	10/09/2007	Entered By:	
Mrg Type Cd:	CHO10				

Originator Information

Name:	WACHOVIA BANK, N.A. -
Address:	9731 SORREL AVE POTOMAC MD 20854
Country:	US
Account:	
Acct Type:	D
Bank:	014
Bank ID:	0285
Type:	C

Beneficiary Information

Name:	TANMIYAT REAL ESTATE
Address:	
Country:	
Account:	[redacted]
Acct Type:	G
Bank:	001
Bank ID:	DUIBAEADXXX
Type:	S

Debit Information

Type ID:	D
ID:	DD0141010122288618
Name:	JENNIFER E DOUGLAS
Address:	9731 SORREL AVE POTOMAC MD 20854

Credit Information

Type ID:	G
ID:	[redacted]
Name:	
Address:	

Credit Pay to Party Information

CPP ID Type:	
CPP ID:	

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1230

JD-F-00066

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00915 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.437

CPP Name:

CPP Addr:

Originator Bank:

OB ID Type: C

OB ID: 0285

OB Name: WACHOVIA BANK, NATIONAL ASSOCIATI

OB Address: WACHOVIA BANK, NATIONAL ASSOCIATION
123 S BROAD ST
PHILADELPHIA,PA 19109
19109

OB Country: US

Beneficiary Bank:

BB ID Type: S

BB ID: DUIBAEADXXX

BB Name: DUBAI ISLAMIC BANK LIMITED

BB Address: DUBAI ISLAMIC BANK LIMITED
P.O BOX 1080
DUBAI AE

BB Country: AE

Reference Number:

Sending Bank Information:

SB ID Type:

SB ID:

SB Name:

SB Address:

Senders Ref:

Intermediary Bank Information:

IB ID Type: C

IB ID: 0001

IB Name: THE BANK OF NEW YORK

IB Address: 48 WALL ST
NEW YORK CITY,NY 10286
10286

Additional Information:

OB Pay Info:

Bank to Bank Information:

Go Back

Philadelphia, PA 19109
215-670-7533
215-670-7580 (Fax)
215-906-8436 (Cell)
janine.bodkin@wachovia.com
—— Forwarded by Janine Bodkin/CMG/USR/FTU on 11/06/2007 03:47 PM ——

WACHOVIA

Amy Keeling/PFS/WACH
11/06/2007 03:46 PM

To Janine Bodkin/CMG/USR/FTU@WACHOVIA
cc
Subject Re: Gede Foundation

Nope, sorry, but Bill Mundy is listed as RM.

Janine Bodkin/CMG/USR/FTU

WACHOVIA

Janine Bodkin/CMG/USR/FTU
11/06/2007 03:31 PM

To Amy Keeling/PFS/WACH@WACHOVIA
cc
Subject Re: Gede Foundation

Hi Amy,

Do you know who the CMA is on that account? We would need to ask them to order the statements....

Janine M. Bodkin
Assistant Vice President
Regional Supervisor
Wachovia Wealth Management
123 S. Broad Street, PA1207
Philadelphia, PA 19109
215-670-7533
215-670-7580 (Fax)
215-906-8436 (Cell)
janine.bodkin@wachovia.com
Amy Keeling/PFS/WACH

WACHOVIA

Amy Keeling/PFS/WACH
11/06/2007 03:24 PM

To Janine Bodkin/CMG/USR/FTU@WACHOVIA
cc
Subject Gede Foundation

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1234

GF-A-00078

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00917 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.439

Hi, need your assistance. Please order the last 3 months of bank statements for the DDAs (5 total) in the names of Jennifer E Douglas RRN [redacted] and Gede Foundation RRN [redacted]. Send those to me along with a copy of the KYC file for Gede. This request comes from the Corporate AML office so I would appreciate your immediate attention.

Thanks,
Amy

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Amy Keeling
Assistant Vice President, Compliance Consultant
Wachovia Wealth Management- 101 W Main St, Ste 700, Norfolk, VA 23510
Tel: 757-640-5644 • Fax: 757-640-5625 • Mailcode. VA9571

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00918 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.440

WACHOVIA

Ronald Patadino/RMG/WACH
12/10/07 02:09 PM

To Tom Stassi/OPS/WACH@WACHOVIA
cc
bcc
Subject LETSGO LIMITED

Google "lets go limited" Search Advanced Search Preferences

Web Re

Under Construction - Lets Go Limited
Welcome to the Lets Go website. This page is currently under construction and is due for completion soon.
www.letsgo.co.nz/undonepage.html - 2k - Cached - Similar pages

Click on it.

Remove the "/undonepage.html" from the address and you get:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1236

JD-F-00468

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00919 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.441

The account says Panama, but they don't have to be in Panama, right?

It's all I could find.

Let me know if you have any questions.

Ron Paladino
Wachovia AMLIS Software Developer
(704) 427-8455

JD-F-00469

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00920 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.442

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1237

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S/N	NAME OF BENEFICIARY	BENEFICIARY BANK	BANK ADDRESS	City & Country of Beneficiary Bank	BENEFICIARY ACCOUNT NO.	SWIFT CODE	ROUTING NO.	ABA	SPECIAL INSTRUCTION	INTERMEDIARY BANK	Details of payment	Metpa
1	Abubakar Buera	Bank of: Commerce & Development	Fruns building for investment	Benghazi Libyan Arab Jamahiriya	[redacted]	COBLLYLT (Chips/UID: [redacted]						3,033.
2	Ago M. Quaye	Virginia Credit Union	Richmond, Virginia	Virginia, U.S.A	[redacted]			[redacted]				0.00
3	Ahmed Karaldy	National Societe Generale Bank	6, Champollion Street	Cairo, Egypt	[redacted]	NSGBEGCX Chip/UID: [redacted]						3,000
4	Alex Psaker	Wachovia Bank	1525 West W.T. Harris BLVD, Charlotte, NC 28288-0378, U.S.A	North Carolina, U.S.A	[redacted]	PNBPUS33	[redacted]					4,000.
5	Alvan Ilotoi	Boeing Employees' Credit Union ABA: 325081403	P.O Box 97860 Seattle, Washington	Washington, U.S.A	[redacted]							0.0
6	Andrew Rooney	USA A Federal Saving Bank	8400 Fredericksburg Road SAN Antonio	Texas, U.S.A	[redacted]			[redacted]				3,683.3
7	Anate Nwokoma	LA capital Federal Credit Unio (through South West Corporate Fcu)	Unknown Street Metairie	Louisiana, U.S.A	[redacted]			[redacted]	For credit to La Capital FCU, Routing No. [redacted]	ABA: [redacted] Southwest Corporate FCU State, Financial Institution's Account at Intermediary Bank.:		0.0
8	Arlene Bottou Nana	Royal Bank of Canada	11800 Yonge street Bldg A, Richmond Hill Ontario L4C 3E4 Canada	Ontario, Canada	[redacted]	ROYCCAT2			Branch No: 04062			1,667.0
9	Benjamin Botchway	Barclays Bank Plc	Entington High Street	Birmingham, United Kingdom	[redacted]	BARcGB22						4,330.3
10	Cheryl Anne Pavlik	Tricorp Federal Credit Union	620, Putney Road Brattleboro Vermont	U.S.A	[redacted]			[redacted]	Further credit to River Valley Credit Union [redacted] C.A Pavlik			356.8
11	David Huwdon This is for Svetlana's Salary	Eastbank ABA: [redacted]	11 Oval Drive Jacksonville, Florida	Florida, U.S.A	[redacted]							600.0
12	David Parker	California Coast Credit Union	P.O Box 502080, San Diego CA 92150-2080	California, U.S.A	[redacted]		[redacted]					4,500.0
12	Evgeni Grakhov	VTB 24 (JSC)	38, Myasnitskaya, Moscow	Moscow, Russian Federation	[redacted]	CBGURUMM(Chips/Uid: [redacted]						4,383.3
13	Peter Bottou	Royal Bank of Canada	Payment Centre-Town Toronto 140, well Toronto	Toronto, Canada	[redacted]	ROYCCAT2						4,833.3

JD-F-00440

ph44585 on D330-44585-7600 with DISTILLER

[redacted] = Redacted by the Permanent Subcommittee on Investigations

14	Harold Arvidson	First Citizens Bank and Trust(through First Citizens Bank & Trust Co.	228 E Main Street Rock Hill South Carolina,	South Carolina, U.S.A	[redacted]		[redacted]	ABA: [redacted] First Citizens Bank & Trust Co.: State: Financial Institution's Account at Intermediary Bank	5,06
15	Jainaba Keh	Wachovia Bank N.A.	50 E. Clementon RD, Gibbsboro, NJ 08026	U.S.A	[redacted]				5,334
16	Jeanette C. Wallis	Arvest Bank (through Arvest Bank, Jay Branch)	200 E Main Norman Oklahoma	Oklahoma, U.S.A	[redacted]		[redacted]	ABA: [redacted] Arvest Bank, Jay Branch. State: Financial Institution's Account at Intermediary Bank: Arvest Bank, Jay Branch	5,744
17	Jean-Marcel Fokam	University Federal Credit Unio ABA: [redacted]	301 South College Street Austin, Texas.	Texas, U.S.A	[redacted]				3,091
18	Jeff Collier	Wells Fargo Bank	400 East Broadway, Bismark North Dakota	North Dakota, U.S.A	[redacted]		[redacted]		4,332
19	Jenifer El- Mettrawy	Wachovia Bank NA of Georgia	Branch 27014 Atlanta Georgia	Atlanta Georgia, U.S.A	[redacted]		[redacted]		
20	Jesus Pascoli	Washington Mutual Bank	1456 W 49th st Hitesh Fl. 33012 Beverly Hills California	California, U.S.A	[redacted]		[redacted]		
21	John Carroll	Bank One NA(Merrill Lynch)	Columbus, Ohio 43271	Ohio, U.S.A	[redacted]		[redacted]		3,50
1	Joseph Quarcoo	Prudential Bank Ltd(through CITIBANK N.A.)	Head Office Building: 6, NIMA Ave. Accra Ghana	Accra, Ghana	[redacted]	PUBKGNAC	[redacted]	ABA: [redacted] CITIBANK N.A.	4,03
23	Khaled El- Mettrawy	Bank of America	Unknown Street Brooklyn New York	New York, U.S.A	[redacted]		[redacted]		4,73
24	Kotie Handwerger	MIT Federal Credit Union	700 Technology Square, Cambridge Massachusetts	Massachusetts, U.S.A	[redacted]		[redacted]		3,22
25	Laura Dobson	Umass Five Colleges FCU	P.O. Box 1960 Hadley Massachusetts	Massachusetts, U.S.A	[redacted]		[redacted]		5,41
26	Lotty Kozman	Barclays Bank-Egypt S.A.E (Through Deutsche Bank Trust Co. Americ.)	12, Modan El Shiekh Youssef, Garden City	Cairo, Egypt	[redacted]	BCBIEGCX(Chips/Uid: [redacted]	[redacted]	ABA: [redacted] Deutsche Bank Trust Co. Americ	6,83

ph44585 on D330-44585-7600 with DISTILLER

[redacted] = Redacted by the Permanent Subcommittee on Investigations

27	Margret Brown	Royal Bank of Canada	Poison Place Branch 2306 Hwy 6 vernon BC VITTES Canada	Canada	[redacted]	ROYCCAT2				7
28	Martha A. Plattner	Bank of America	Federal Highway FT. Lauderdale Florida	Florida, U.S.A	[redacted]			[redacted]		8,5
29	Mathias Fonkem	Bank Of America	60 Oak Forest Dr. Sicklesville NJ 08081	U.S.A	[redacted]		[redacted]			
30	Nwoso Agwu	Bank of America	One Commercial Place	Norfolk, VA, USA	[redacted]		[redacted]	[redacted]		4,0
31	Omni International LLC: Jordan Momani	JPMORGAN Chase Bank,NA	Chases and Chase Street Columbus, Ohio.	Ohio, U.S.A	[redacted]	CHASUS33	[redacted]	[redacted]		5,4
32	Omnya F. Nwegbara	Capital City Bank	Tallahassee, Florida. U.S.A.	Florida, U.S.A.	[redacted]		[redacted]			4,0
33	Piyush Mathur	Freedom First Credit Union.	Squires Student Ctr, Virginia Tech, Blacksburg Virginia	Virginia, U.S.A	[redacted]			[redacted]		4,5
34	Rasha A. Azzam	Corporate One Credit Union, In.	8700 Orion Place Columbus, Ohio	Ohio, U.S.A	[redacted]			[redacted]	For credit to: CINCO Fam. FCU, 48 Taft Rd., Cincinnati, OH. ABA: [redacted]	3,9
35	Richard Gray	Wachovia Bernardsville Fin Ctr	47 Mines Brook Road Bernardsville New Jersey	New Jersey, U.S.A	[redacted]			[redacted]		3
36	Richard Mbayo	Bank of America	Laurel-Bowie Road, Bowie, MD 20715, USA	Bowie, USA.	[redacted]		[redacted]			4,9
37	Samuel Tsaumbi	Guaranty Trust Bank (Through Citibank N.A.)	43, Gidadina Ammu Way Jimeta Yola.	Adamawa, Nigeria	[redacted]			[redacted]	ABA: [redacted] CITIBANK NA Bank, Financial Institution's Account at Intermediary Bank	3,7
38	Sergey Bulakov	VT 824 (USC) (Through DEUTSCHE Bank Trust Co. America)	33, Mnogolishkova, Moscow Russian Federation	Moscow, Russia	[redacted]	CBOURUMM(Chips/Uid: [redacted]			non-com Telebank Client [redacted]	4,7
39	Sincha P. Peterson	Bank of America	Davis Square Office Somerville Massachusetts Pay Thru: [redacted] KAZKOMMERTSBANK Almaty, Kazakhstan. For further credit acc [redacted]	Massachusetts, U.S.A	[redacted]			[redacted]		2,1
40	Stanislav Kabliukov	Kazkommerts Bank KYRGYZSTAN	KAZKOMMERTSBANK KYRGYZSTAN Bishkek, Kyrgyz Republic	Bishkek	[redacted]	KZKOKZKX		[redacted]	Bank of Nehyork, New York, USA. ABA: [redacted] Swift: IRVTUS3N	Replenishment of credit account No. [redacted] in favor of STANISLAV KABLUKOV
41	Stuart Brown	Royal Bank of Canada	Payment Centre-Town 10: 180 ,wed Toronto Canada	Toronto, Canada	[redacted]	ROYCCAT2				4,5

JD-F-00442

ph44585 on D330-44585-7600 with DISTILLER

[redacted] = Redacted by the Permanent Subcommittee on Investigations

42	Sue Garofalo	Lake Michigan Credit Union (through Central Credit Union)	P.O. Box 2848 Grand Rapids Michigan	Michigan, U.S.A	[redacted]		272480678	
43	Sundlata IBN- Hymae	Navy FCU ABA: [redacted]	Virginia Merrifield Virginia	Virginia, U.S.A	[redacted]			
44	Tarek Medkour	Corporate One Credit Union, In.	8700 Orton Place Columbus, Ohio	Ohio, U.S.A	[redacted]		[redacted]	For credit to: CINCO Fam. FCU, 49 Toft Rd., Cincinnati, OH, ABA: [redacted]
45	Victor Pinnaker	City Bank N.A(through CITIBANK N.A)	Khalid IBN Al Walid Street Dubai United Arab Emirates	Dubai, UAE	[redacted]	CITIAEAD	[redacted]	ABA [redacted] CITIBANK N.A
46	Ward Eagen	Bank of Nova Scotia	Scotia Bank Plaza Town Toronto Canada	Toronto, Canada	[redacted]	NOSCCATTICNps/Uid: [redacted]		
47	William H. Hansen	Hartford Federal Credit Union, ABA: [redacted]	954 Asylum Avenue Hartford Connecticut	Hartford Connecticut, USA	[redacted]			
	AUN Account							

JD-F-00443

[redacted] = Redacted by the Permanent Subcommittee on Investigations

NEWTON

Wire Detail Page

Home | Wire Summary Inquiry | Wire Detail Inquiry | Bank to Bank Search | Orp to Bnp Search | LookUp Double Soundex Nam
Credit Pay to Party Search | Orp and Bnp Search | Restricted Country Search | Admin Menu | Archive Menu | Report | Help

Originator\Beneficiary Information | Credit Pay to Party Information | Sender\Intermediary Information
Debit\Credit Information | Originator\Beneficiary Bank | Additional Information

Go Back

Date	09/28/2007	Amount	$7,800.00	Reference Number	00050595
Wire Exchange Rate	1	Wire Currency	7800.00	Wire Currency Code	USD
Bank Exchange Rate	1	Bank Currency	7800.00	Bank Currency Code	USD
Client/Source	IX	Alert Date	09/28/2007	Entered By	
Msg Type Code	FWO1000				

Originator Information

Name	AMERICAN UNIVERSITY OF NIGERIA
Address	888 17TH STREET NW SUITE 900 WASHINGTON DC 20006
Country	US
Account	2000028808282
Acct Type	D
Bank	052
Bank ID	054001220
Type	A

Beneficiary Information

Name	RASHA A AZZAM
Address	8700 ORION PLACE COLUMBUS, OHIO
Country	US
Account	[redacted]
Acct Type	G
Bank	052
Bank ID	[redacted]
Type	A

Debit Information

Type ID	D
ID	DD052200002880828 2
Name	AMERICAN UNIVERSITY OF NIGERIA
Address	888 17TH STREET NW SUITE 900 WASHINGTON DC 20006

Credit Information

Type ID	G
ID	[redacted]
Name	
Address	

Credit Pay to Party Information

CPP ID Type	
CPP ID	

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1237

ph44585 on D330-44585-7600 with DISTILLER

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568402.447

Wire Detail

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CPP Name:	
CPP Addr:	

Originator Bank:		Beneficiary Bank:	
OB ID Type:	A	BB ID Type:	A
OB ID:	[redacted]	BB ID:	[redacted]
OB Name:	WACHOVIA BANK, NATIONAL ASSOCIATI	BB Name:	CORPORATE ONE FCU
OB Address:	WACHOVIA BANK, NATIONAL ASSOCIATION 1899 'L' ST NW WASHINGTON,DC 20036 20036	BB Address:	CORPORATE ONE FCU 8700 ORION PL COLUMBUS,OH 43240 43240
OB Country:	US	BB Country:	US
		Reference Number:	

Sending Bank Information:		Intermediary Bank Information:	
SB ID Type:		IB ID Type:	
SB ID:		IB ID:	
SB Name:		IB Name:	
SB Address:		IB Address:	
Senders Ref:			

Additional Information:	
OB Pay Info:	
Bank to Bank Information:	

Go Back

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00926 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.448

Wachovia Bank, N A
Regulatory Risk Management
NC5468
1525 West W.T. Harris Boulevard
Charlotte NC 28262

December 14, 2007

WACHOVIA

AMERICAN UNIVERSITY OF NIGERIA
C/O WEIDENFELD LAW FIRM, PC
888 17TH STREET NW
SUITE 900
WASHINGTON DC 20006

Re: Closure of Account No DDA# 2000028808282
Reference No. 2007010336

Dear Customers:

Wachovia has always prided itself on its commitment towards providing the highest quality service to all of our customers. Despite this commitment to service, we occasionally experience a situation whereby the needs and/or expectations of a client are not compatible with what we are in a position to offer.

Therefore, we are now exercising our option under your deposit agreement to terminate your above-referenced account(s) with our bank. You need to make arrangements to close your account(s).

If you do not close your account(s), we will close it on January 28, 2008. At that time:

- Your check writing services will be terminated.
- Your online access will be terminated.
- Your account(s) will then be closed.

You and others you have authorized must now discontinue use of your checks. We ask that you now destroy your unused checks. Collected checks presented for payment during the interim will be paid up to the amount of the funds available in your account(s). Checks presented after the close date will be marked, "account closed." Please refrain from making any cash deposits into the account(s) at this time. A seven-day hold will be placed on all checks that are deposited into the account. Any funds remaining in your account(s) will be forwarded to you in the form of an official check at the address of record.

Please note that account terms and requirements will continue to apply to your account. We retain the right to take any other action permitted under your deposit agreement(s). If you have any questions, please contact me at 704-427-8407. We wish you success in your future financial endeavors.

Sincerely,

John Stassi
Compliance Risk Management

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1238

JD-F-00452

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00927 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.449

(Page 1 of 2)

= Redacted by the Permanent Subcommittee on Investigations

[redacted]

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

[redacted]

OFFICIAL CHECK

097997046

2/01/08

WACHOVIA

Pay To The Order Of ***American University of Nigeria****

$33570.90

THE SUM 33570 90 CTS

Dollars

[redacted]

[redacted] 0979970463 /0003357090/

[redacted] ⑈0003357090⑈

(Page 2 of 2)

[redacted]

X For Deposit Only

The Wakefield Law Firm

[redacted]

Do not endorse or write below this line.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1242

JD-A-00275

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00928 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.450

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[redacted]
01/14/2008

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

[redacted]

OFFICIAL CHECK

476344482

0000205

01/11/2008

WACHOVIA

Pay To The Order Of ****GEDE FOUNDATION********** $ $3,616.07

*THREE THOUSAND SIX HUNDRED SIXTEEN DOLLARS AND 07 CENTS

Dollars

GEDE FOUNDATION

Authorized Signature

[redacted]8004763444823

[redacted] ⑈0000361607⑈

(Page 2 of 2)

[redacted]

FD
ENTRY 4732
SOURCE 00000209 001

X GEDE FOUNDATION
FOR DEPOSIT ONLY

[redacted]

Do not endorse or write below this line.

GF-A-00085

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1243

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00929 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.451

(Page 1 of 2)

[redacted] = Redacted by the Permanent Subcommittee on Investigations

[redacted]
03/18/2008
[redacted]

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

E0310000531 03/17/2008
00240021859 5

OFFICIAL CHECK

097997044

WACHOVIA

2/01/08

Pay To The Order Of ****Jennifer E Douglas****

$4036.78

THE SUM 4036

Dollars

1010122288618

[redacted]

/0000403678/

[redacted] /0000403678/

(Page 2 of 2)

[redacted]

FD 2400218595
ENTRY 1025
SOURCE 0000020 002

[redacted]

Deposit only

[redacted]

03/18/2008

↓Do not endorse or write below this line.↓

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1244

JD-A-00033

ph44585 on D330-44585-7600 with DISTILLER

568402.452

= Redacted by the Permanent Subcommittee on Investigations

From: Michael Smith <smittyghb@[redacted]n>
Sent: Friday, August 29, 2008 12:00 AM
To: Erica Fells <Erica@weidenfeldlaw.com>
Cc: babalele abdullahi <babalele2010@[redacted]>; ja <ja555a@[redacted]>; pukata@american.edu; Edward Weidenfeld <Edward@weidenfeldlaw.com>
Subject: Re: FW: AUN Account

Erica,

We'll respond today with the information requested on the five employees.

Thank you for the summary.

Michael

On Thu, Aug 28, 2008 at 6:14 PM, Erica Fells <Erica@weidenfeldlaw.com>wrote:

This is a summary of the transactions in the " AUN Account " at the Weidenfeld Law Firm as of August 29, 2008 :

Transaction
SunTrust Balance

8/21/08 Opening Balance at Suntrust Bank
$492,717.22

5/26/08 Incoming Wire +$300,000.00
$792,717.22

5/29/08 August Salaries for Faculty and Staff($269,748.92)
and Reimbursment($54,366.89) -$324,115.81
$468,601.41
(See the attached spreadsheets for a breakdown.)

Please note that we are awaiting instructions on reimbursing AUN for the July Salaries.

** Micheal Smith, please note we need additional information on the wire transfers going through Zenith Bank PLC., to the following beneficiaries: Apollos Goyol, David Kosoko, Lucky Osagie, Mehmood Sultan

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1246

PAU100307

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00931 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.453

and Nike Lawal. Please provide their postion, date of hire and annual salary.

If you have any questions let me know.

I hope all is well.

Ed Weidenfeld

PAU100308

ph44585 on D330-44585-7600 with DISTILLER

568402.454

= Redacted by the Permanent Subcommittee on Investigations

From: Michael Smith <smittyghb@[redacted]>
Sent: Wednesday, September 3, 2008 10:16 AM
To: Lotfy Kozman <l.kozman@[redacted]>; Patrick Ukata <pukata@american.edu>; Ajuji Ahmed <ajuji.ahmed@g[redacted]>
Subject: Fwd: standard chartered bank account for the American University of Nigeria

---

---------- Forwarded message ----------
From: Edward Weidenfeld <Edward@weidenfeldlaw.com>
Date: Wed, Sep 3, 2008 at 9:57 AM
Subject: standard chartered bank account for the American University of Nigeria
To: pwr grl <ja555a@[redacted]>, babalele2010@[redacted]n, Michael Smith <smittyghb@[redacted]

I am pleased to report that the American University of Nigeria has opened a bank account At Standard Chartered Bank of Great Britain. The information on the account is as follows:

Account Name: AMERICAN UNIVERSITY NIGERIA LTD/GTE

Account: [redacted]1225

SWIFT code: [redacted]

please note that all future ex Pat staff payments will be made from this account and future deposits to cover the expenses of ex Pat salary payments should be made to this account.

Please let me know if there are any questions.

ew
Edward L. Weidenfeld, Esq.
The Weidenfeld Law Firm, P.C.
888 17th Street, NW
Suite 900
Washington, DC 20006
(202) 785-2143
(202) 452-8938 (fax)
edward@weidenfeldlaw.com

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1251

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00933 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.455

= Redacted by the Permanent Subcommittee on Investigations

From: Michael Smith <smittyghb@[redacted]>
Sent: Sunday, September 7, 2008 4:55 AM
To: Patrick Ukata <pukata@american.edu>; Ajuji Ahmed <ajuji.ahmed@[redacted]>
Subject: Fwd: FW: Correspondence to the Subcommittee on Investigations

Dear Patrick and Dr. Ajuji,

FYI. We might discuss when we have a chance.

Michael

---------- Forwarded message ----------
From: Edward Weidenfeld <Edward@weidenfeldlaw.com>
Date: Sat, Sep 6, 2008 at 1:24 PM
Subject: RE: FW: Correspondence to the Subcommittee on Investigations
To: Michael Smith <smittyghb@[redacted]>
Cc: ja <ja555a@[redacted]

Michael,

Thank you for your prompt response. As I reread my prior e-mail, I'm worried that I may not have given you enough background.

I've been working with Steve Ryan, the attorney American University has retained for the subcommittee matter. He is experienced and competent and we have agreed to share information and coordinate our efforts even if one of our clients wants "distance".

American University has informed the permanent subcommittee that the only way to get most of the information they desire is from the American University of Nigeria. When American University was asked for a copy of the agreements with AUN, AU responded that due to confidentiality restrictions in the agreements, it would be necessary for the committee to obtain the documents with a "friendly" subpoena. I don't understand why American University took this position, because AUN would certainly have agreed to waive the confidentiality provision.

American University would like us to be engaged with the permanent subcommittee. If we decide to send the letter, I will share it with Steve Ryan, just as he will share AU's communications with the committee.

I've also been counseled that there is no way to deal with this subcommittee because they've made their conclusion before they begin their inquiry. The American University of Nigeria is a Nigerian institution, outside the jurisdiction of this committee, so we could simply wait for the committee. It seems to me that an investigation has begun and that you will not likely conclude before we are called . Whatever suspicions and/or misinformation triggered this investigation must be addressed.

On balance, now that we know American University will not join us in requesting a meeting and has created a situation where a subpoena (a public

Permanent Subcommittee on Investigations
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568402.456

document) is likely to be issued, I think the letter makes sense. At the least we will find out the scope of their concerns and have a chance to tell the AUN story.
It is certain that we will be contacted eventually, so why not try resolve their concerns outside the public arena.

I don't know if this input changes your conclusion. If it doesn't, we'll leave the next move to the permanent subcommittee.

Best to you an Elspeth.

ew

From: Michael Smith [mailto:smittyghb@[redacted]]
Sent: Sat 9/6/2008 7:19 AM
To: Edward Weidenfeld
Cc: ja
Subject: Re: FW: Correspondence to the Subcommittee on Investigations

Dear Ed,

Thank you for your thoughts on this and sharing the draft letter.

On the one hand we of course want to be fully cooperative with the Senate committee. At the same time, I am not sure that a letter to the committee is advisable. I would assume if they are seeking information they will ask for it. So my gut feeling is not to go forward with the letter at this time and to wait for developments.

I hope this is helpful feedback.

On another point, I am following up on the reimbursement to Oceanic bank on the July payroll. This may already be in place. If so, please ignore what I am saying here. If it is still in process, please let me know. On our end, we may wish to close the account we have established at Oceanic for the payroll transaction.

We have just ended the first week of classes with over 900 students on hand for the semester. I'll have final numbers next week. We're busy and active!

Take care and best wishes from Yola,

Michael

On Fri, Sep 5, 2008 at 6:16 PM, Edward Weidenfeld <Edward@weidenfeldlaw.com> wrote:

Friends,

I've been in contact with the outside lawyer for American University in the

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568402.457

hope we could jointly approach The Senate Permanent Subcommittee on Investigations. His clients, however, want to keep a little distance between us. We will w keep each other informed, but will operate independently with the committee.

Therefore, I've drafted the attached letter for your review and approval. Although friends of mine with the experience with this committee caution against being too cooperative on the theory that the committee is going to seek headlines no matter what we do, I believe it is in our interest to assume the committee will act responsibly if they have an opportunity to review the facts.

Please let me know whether you agree with my thinking.

ew

PAU100418

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568402.458

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From: Alvarez, Jessica G [GCG-CBNA] [ja54601@[redacted]]
Sent: Monday, April 16, 2007 11:57 AM
To: Code, Daniel
Cc: Bornus, Grace
Subject: RE: Account Close-out Extension-Jennifer Douglass-Account# 52096374

Importance: High

Daniel,
Thank you for the extension. I have spoken to Ms. Douglas and she has informed me that Letsgo Limited and Guernsey Trust are both oil services companies. Since her husband is the owner of both companies, and is a very public figure, the trust accounts run those business for him. In turn, the funds from both companies are used to pay the salaries for the teachers in the ABTI-American University account. Funds from those business also go into her personal accounts as well. She has expressed a desire for her personal account to remain open, and has said she will move the ABTI-American University account elsewhere. I have informed her of the close-out date and made sure she understand all accounts will be closed, however please advise should any accounts be approved to remain open.

Regards,
Jessica Alvarez
301-365-6171

> -----Original Message-----
> From: Code, Daniel
> Sent: Thursday, April 12, 2007 6:25 PM
> To: Alvarez, Jessica G [GCG-CBNA]
> Cc: Bornus, Grace
> Subject: RE: Account Close-out Extension-Jennifer Douglass-Account# 52096374
>
>
> Jessica, at most, I can grant a further extension to 05/16/07. Please
> ensure that all issues are addressed. Thanks, Dan
>
>
> -----Original Message-----
> From: Bornus, Grace
> Sent: Monday, April 09, 2007 10:39 AM
> To: Alvarez, Jessica G [GCG-CBNA]
> Cc: Code, Daniel; Bornus, Grace
> Subject: RE: Account Close-out Extension-Jennifer Douglass-Account# 52096374
>
>
> Jessica,
>
> Daniel Code granted the extension until April 30th. He will be back in office on April 11th and will handle you request for the additional extension. Meantime, please find out from the customer what type of company/business is "Letsgo Limited Inc" located in Panama and which has accounts with a bank in Switzerland. Also, what type of company is Guernsey Trust Company Nigeria. These two companies sent multiple large ($300,000-) wire transfers to our customer's account. We would like to thoroughly understand in what activities the customer is involved before we extend the close out and establish a new business account.
>
> Grace Bornus
>
> Citibanking Bank Secrecy Compliance Office
> 1 Court Square Floor 43/Zone 11
> Long Island City
> (718) 248-9324 (office)
> (718) 248-3687 (fax)
>

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1262

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568402.459

>
>
> -----Original Message-----
> From: Alvarez, Jessica G [GCG-CBNA]
> Sent: Monday, April 09, 2007 10:15 AM
> To: Bornus, Grace
> Subject: FW: Account Close-out Extension-Jennifer Douglass-Account# 52096374
> Importance: High
>
> I am forwarding this message to you as requested by out-of-office message.
> Jessica
>
> -----Original Message-----
> From: Alvarez, Jessica G [GCG-CBNA]
> Sent: Monday, April 09, 2007 10:11 AM
> To: Gode, Daniel; Huggins, Sharlene
> Cc: Molnar, Michael G [GCG-CBNA]; Johnson, Tracy P [GCG-NAOT]
> Subject: Account Close-out Extension-Jennifer Douglass-Account# 52096374
> Importance: High
>
> Daniel,
> On behalf of our client, Ms. Jennifer Douglas, I am requesting an extension on the relationship close-out. As you are probably aware Ms. Douglas is out of the country and is not due to return to the US until the end of April, or even early May. As a courtesy, we would like to extend a 30-60 day extension as this is the time frame originally given, see email dated March 2, 2007 sent to FC. I have spoken to Ms. Douglas and she has expressed apprehension about the date, due to returning to the US after months of being away, she will have many things to put in order. Please take this into consideration as we try and make this as smooth as possible for our client, and the business.
> Thanks in advance,
>
>
> Jessica G. Alvarez
> Financial Center Operations Manager
> Citibank-Potomac
> 9812 Falls Road
> Potomac, MD 20854
> Phone 301-365-6171
> Fax 301-365-6186
>

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568402.460

Troccia, Michael

From: Stadeli, Susan
Sent: Friday, February 10, 2006 9:07 AM
To: Troccia, Michael
Cc: Doerig, Jean-Pierre
Subject: RE: AW: Due Diligence-Wegelin

Michael,
One of the partners of Wegelin called me yesterday to discuss this case. Apparently, both Letsgo and SIMA are owned by a wealthy Italian family which is active in the oil business. In other words, the beneficial owners of Letsgo and SIMA are the same family. The profits of their business activities go either into Letsgo which is owned by the parents or into SIMA which is owned by the two sons. They then distribute their earnings as already explained in previous emails. Two partners of Wegelin personally know the beneficial owners for many years and have a complete understanding of their activities. All transactions are in line with their profiles. Hope this is sufficient.
Susan

-----Original Message-----
From: Troccia, Michael
Sent: Thursday, February 09, 2006 3:14 PM
To: Stadeli, Susan
Cc: Doerig, Jean-Pierre
Subject: FW: AW: Due Diligence-Wegelin

Susan? Status?

-----Original Message-----
From: Troccia, Michael
Sent: Tuesday, February 07, 2006 1:07 PM
To: Stadeli, Susan
Subject: FW: AW: Due Diligence-Wegelin

Susan: What is the status of this request?

Mike

-----Original Message-----
From: Stadeli, Susan
Sent: Thursday, January 05, 2006 4:22 PM
To: Troccia, Michael
Cc: Doerig, Jean-Pierre
Subject: RE: AW: Due Diligence-Wegelin

Mike,
The spreadsheet for Letsgo which you have is the same one I have, as I got it from Gloria and the dates match. I looked at this again with JP and we have decided to call the customer one more time to just clear up a couple of questions. We will let you know the results once accomplished and we can proceed from there.
Susan

-----Original Message-----
From: Troccia, Michael
Sent: Thursday, January 05, 2006 3:18 PM
To: Stadeli, Susan
Cc: Huber, Gloria; Doerig, Jean-Pierre
Subject: RE: AW: Due Diligence-Wegelin

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1263

UBS: LETSGO 00001

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568402.461

Susan: As you see, Gloria has referred the Letsgo matter to me. After a close review, one problem I see is that although you asked twice, Wegelin has never answered the following questions: "the nature of this company's business, the length of time which you have maintained a relationship with this company, that the transactions fit within your customer's profile, etc." Also, in one response, Debora Sager says that "the concerned payments are in favor ..." and I want to make sure is that I know what concerned payments she means, so would you please forward the spreadsheet you sent her so I may compare it with what I have. The spreadsheet I have has many different beneficiaries (covering from Feb 2, 2005-July 22, 2005) and the response from Ms. Sager makes it sound like there are only specific payments and they are all for 1 company. We obviously can discuss this first if it is easier and to clear-up any confusion, if you wish. Thanks - Mike

-----Original Message-----
From: Huber, Gloria
Sent: Thursday, January 05, 2006 11:56 AM
To: Stadeli, Susan; Doerig, Jean-Pierre
Cc: Troccia, Michael
Subject: RE: AW: Due Diligence-Wegelin

Susan,

Per our telephone conversation of this morning, it was clarified that the below response pertains to 4 types of investigations:

1- Letsgo - Response to Look back review
2- Afren Management/Loutherex Limited - Response to business alert
3- Letsgo - $30MM - Response to business alert
4- Sima - Response to business alert

As a result, we will do the following:

- I will be assigning Letsgo lookback response and the business alert i/a/o $30MM to Mike Troccia for further review.
- I will conduct a full first review on both business alerts i/n/o Afren Management/Loutherex Limited and Sima.

Once both Mike and I have concluded investigations we will advise you accordingly.

If you have any questions, please call me.

Regards,
Gloria

-----Original Message-----
From: Stadeli, Susan
Sent: Tuesday, January 03, 2006 1:03 PM
To: Huber, Gloria; Doerig, Jean-Pierre
Subject: Fw: AW: Due Diligence-Wegelin

This response concerns Letsgo. I believe it is now sufficient. Do you agree?

Sent from my BlackBerry Wireless Handheld

-----Original Message-----
From: Sager Debora <debora.sager@wegelin.ch>
To: Stadeli, Susan <susan.stadeli@ubs.com>
CC: Compliance <compliance@wegelin.ch>
Sent: Tue Jan 03 12:38:48 2006
Subject: AW: Due Diligence-Wegelin

Dear Ms. Stadeli

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 00940 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.462

I refer to your e-mail from 17 november 2005.

The concerned payments are in favor of an other company, which is in charge of all personal expenses of the beneficial owner of Letsgo Ltd., in particular the payment of

- secretary and administration costs,
- salaries,
- insurances,
- travel expenses.

Beneficiaries of the transferred money are in particular people working for the beneficial owner of Letsgo Ltd. and
their names and bank details are known by the General Partner of Wegelin & Co. which is managing this relationship.

Best regards,
Debora Sager

-----Ursprüngliche Nachricht-----
Von: susan.stadeli@ubs.com [mailto:susan.stadeli@ubs.com]
Gesendet: Donnerstag, 17. November 2005 17:45
An: Sager Debora
Betreff: RE: Due Diligence-Wegelin

Dear Ms. Sager,
I very much appreciate your below detailed response. However, before I send it to our Compliance Dept. for their review, I was just wondering if you could provide me with a little more information on the transactions related to Letsgo on the attached spreadsheet and the company's background, as mentioned in my original email. Thank you very much for your usual kind cooperation.
Best regards,
Susan Stadeli

-----Original Message-----
From: Sager Debora [mailto:debora.sager@wegelin.ch]
Sent: Thursday, November 17, 2005 11:25 AM
To: Stadeli, Susan
Cc: Buff Urs; Compliance
Subject: Due Diligence-Wegelin

Dear Mrs. Stadeli

I refer to your e-mail from 5 october 2005.

The first transaction about USD 17mio was about the settlement of the share in profits between Afren Managment Ltd. and Loutherex Limited. The two companies had a joint agreement about a takeover, restructuring and selling of a third company.

The transfer of USD 30 mio in favor of Letsgo Limited Inc. Panama is due to the selling of a 20% participation in an oil services company.

The father of the beneficial owners of SIMA is the sponsor of an university in Africa. They got the aim and objective of being one of the finest universities in Africa.
He became Member of the Board of Trustees to run the affairs of the university.
The following transfers are related to this project, either for material supply or consultancy fees:

7 June 2005 $500'000

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7 June 2005	$200'000
8 June 2005	$100'000
8 June 2005	$250'000
8 June 2005	$250'000

Furthermore he entered in a credit facility. The regarding payments is:

8 June 2005	$100'000

The next payments are related to his yacht (support and crew salaries):

23 December 2004	$80'000
25 January 2005	$5'000
25 January 2005	$100'000
25 January 2005	$50'000
11 May 2005	$100'000

Finally there were payments for private purchases:

23 March 2005	$65'000	(watches)
15 May 2005	$100'000	(personal expenses)

The collaboration with all of the mentioned customers flew always smoothly and we never had any complaint.
All Transactions within the scope of this business connections are usual and not extraordinary.

Best regards,
Debora Sager

-----Ursprüngliche Nachricht-----
Von: susan.stadeli@ubs.com [mailto:susan.stadeli@ubs.com]
Gesendet: Mittwoch, 5. Oktober 2005 21:17
An: Buff Urs
Betreff: Due Diligence-Wegelin

Dear Mr. Buff,

In our ongoing due diligence efforts, we noticed the following transactions for which we would appreciate some further explanation.

The first one is a rather large amount, so we were wondering whether you could provide us with an idea of the nature of the companies involved and an indication of the underlying transaction and that it fits within your customer's profile.

The second example is again a large amount in favor of your customer "Letsgo Ltd". As we have seen this entity also mentioned as the order party in many payments in the past (see attached spreadsheet), we were again wondering if it would be possible to give us an idea of the nature of this company's business, the length of time which you have maintained a relationship with this company, that the transactions fit within your customer's profile, etc.

As concerns the attached "SIMA" file, we would again appreciate the same information as requested above, since the activity is in round amounts and has recently increased.

We would very much appreciate your contacting the appropriate people in this regard and look forward to hearing from your Bank soon.

Best regards,
Susan Stadeli

Confidential Treatment Requested UBS: LETSGO 00004

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Message_Text
AmtracsTrnRef:[redacted]
SourceCode:"SWF"
Msgtype:"103"
CreditAdvType:"CHP"
CurrencyCode:"USD"
Amount:"17000000"
ValueDate:"050822"
ChipsSsn:"[redacted]"
Dbtccref:"JA"
Cdtccref:"JA"
DebitId:"[redacted]
DebitName:"WEGELIN & CO.                    GENERAL PARTNERS BRUDERER,
HUMMLER 17 BOHL                            ST.GALLEN"
TranRef:"3[redacted]
OrderingBank:""
OrderParty:"AFREN MANAGEMENT LIMITED          1211 GENEVE 11"
CreditId:"P0112"
CreditName:"NORTHERN TRUST INTL BKG. CORP.     NEW YORK
NY 10048"
Beneficiary:"603.426                    LOUTHEREX LTD."
OriginatorToBeneInfo:"JOINT ACTIVITIES AGREEMENT"
BeneDeduct:"0,00"
OrderPartyRef:""
OrderPartyAddress:""
```

actimize 139761753

```
Message_Text
AmtracsTrnRef:"[redacted]
SourceCode:"CHP"
Msgtype:"31"
CreditAdvType:"103"
CurrencyCode:"USD"
Amount:"30000000"
ValueDate:"050602"
ChipsSsn:"[redacted]"
Dbtccref:"KC"
Cdtccref:"KC"
DebitId:"P0159"
DebitName:"AMERICAN EXPRESS BANK LTD.         AC [redacted]
WORLD FINANCIAL CENTER             NEW YORK, NEW YORK 10285"
TranRef:"[redacted]"
OrderingBank:"SBAIPAOLU                BANCO AFRICANO INVESTIMENTOS,
SARL RUA MAJOR KANHANGULO, 34"
OrderParty:"SONANGOL SOC NACIONAL COMBUSTIVEIS EP"
CreditId:"[redacted]"
CreditName:"WEGELIN & CO.                     GENERAL PARTNERS
BRUDERER, HUMMLER 17 BOHL                        ST.GALLEN"
Beneficiary:[redacted]                  LETSGO LIMITED INC PANAMA"
OriginatorToBeneInfo:"/RFB/BLOCO 256 NIGERIA/05 FARM     OUTPAYMENT"
BeneDeduct:"0.00"
```


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OrderPartyRef:"7049791/OPE"
OrderPartyAddress:""

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NOTE: Please do not to alert customers to any possible suspicions and thus trigger "tipping off" restrictions

AML Investigation Report

Regional MLPO ref no:

- → **To be completed by the Local MLPO and sent to the Regional MLPO**
- → The **background and points I to IV** should be completed and sent to the Regional MLPO **within 24 hours** of the Local MLPO being made aware of the unusual or suspicious activity. Timeframe for next contact to be agreed.
- → The **full report** should be **sent to** the Regional MLPO as soon as practicable
- → Where applicable, please be aware of local regulation requiring a SAR to be filed within a certain **time frame**

I) Background and nature of suspicious activity or transaction

Pls complete a short summary of the background, including what the suspicion relates to (organized crime, fraud, terrorism, bribery, insider, etc), what the trigger was (request, media, monitoring, etc), who discovered it, who/what is the subject (customer, PEP, employee, etc). If the suspicion relates to a transaction please provide full details thereof.

01/05/2006, e-mail sent as follows: Susan: As you see, Gloria has referred the Letsgo matter to me. After a close review, one problem I see is that although you asked twice, Wegelin has never answered the following questions: "the nature of this company's business, the length of time which you have maintained a relationship with this company, that the transactions fit within your customer's profile, etc." Also, in one response, Debora Sager says that "the concerned payments are in favor ..." and I want to make sure is that I know what concerned payments she means, so would you please forward the spreadsheet you sent her so I may compare it with what I have. The spreadsheet I have has many different beneficiaries (covering from Feb 2, 2005-July 22, 2005) and the response from Ms. Sager makes it sound like there are only specific payments and they are all for 1 company. We obviously can discuss this first if it is easier and to clear-up any confusion, if you wish. **SAR LOG #049-05**

[Regarding related matter of SIMA, the following actions took place: 01/23/2006: E-mail sent upon receipt of investigation from G Huber, to attempt to resolve outstanding question: I have reviewed the below matter and was about to close the file but I want to summarize my understanding and ask a few questions. The father of one of the beneficial owners of SIMA is on the Board of Trustees of a university in Africa and from the transactions I determined the name of the university is ABTI-American University. It is a joint venture with American University in DC and information is readily found on their site. The name of the father of the SIMA BO is not provided but I ran all Trustees, as listed on the site for ABTI, and there were no significant hits on World-Check. Also, the e-mail is very clear about the nature of the payments, their purpose and coordinating with the dates in question. So this left a question: What is the business of SIMA Holdings that they are transferring this amount of money to ABTI? Is it the fathers money held in an account at SIMA? If so, shouldn't he be listed as the Order Party? Otherwise, the actual party to the transfer is disguised and we do not really know the parties with whom we are dealing in such a transaction.

Follow-up sent 01/24/2006 when not clear to Bankers: I think the confusion, and Susan and I discussed briefly yesterday, is that it is not clear the business of SIMA, or why they would make payments on behalf of one of SIMA's BO's fathers. What is the father's connection to SIMA, that SIMA is paying the money? I think we are concerned that we are guessing they manage the father's money. I am not sure anyone from Wegelin ever say it.]

II) General Information

Date of suspicious activity: June 2005	**Initial report made by (name):**
Date notified to Compliance: Jan 05, 2006	**Lexidia file no.:**
Responsible Compliance Officer: Michael Troccia	

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1277

Confidential Treatment Requested

UBS: LETSGO 00041

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NOTE: Please do not to alert customers to any possible suspicions and thus trigger "tipping off" restrictions

Location Money Laundering Reporting Officer (if different): **Eric Young**	
Location and Legal Entity: NY GSI	

III) Details of all involved parties

CE number (incl. booking center, or if applicant)	**Customer name** (incl. domicile and ultimate beneficiary details if applicable)	**IB Business or Function Area**	**Regulated** (by who)	**Entity details** (e.g. nature of business, specific risk factors e.g. PEP, Industry, Country, etc)
	Wegelin & Co Banquers			

IV) Immediate Action

Block business relationship(s)	☐ yes	X no	
Informed Regional MLRO	date: 02/13/2006		
Informed Business, if appropriate	date:	involved from the start	name & rank: Susan Stadeli
Other locations affected	☐ yes	X no	Location(s) and how:
Other Action taken / Comments (e.g. compliance pre-approval for any transaction, measures taken in other location(s))			
To be completed by the Regional MLPO			
IB wide search for relationship with other locations (If additional hit, pls state location and contact above)	☐ yes	X no	
Action taken in other location(s):			
Senior Management Informed	☐ yes	X no	
Group Compliance Informed	☐ yes	X no	

V) Detailed Overview

Confidential Treatment Requested UBS: LETSGO 00042

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1. Reason for investigation

Actimize alert

2. Results of KYC review and client documentation / transaction(s) review (as appropriate)

One of the partners of Wegelin called me yesterday to discuss this case. Apparently, both Letsgo and SIMA are owned by a wealthy Italian family which is active in the oil business. In other words, the beneficial owners of Letsgo and SIMA are the same family. The profits of their business activities go either into Letsgo which is owned by the parents or into SIMA which is owned by the two sons. They then distribute their earnings as already explained in previous emails. Two partners of Wegelin personally know the beneficial owners for many years and have a complete understanding of their activities. All transactions are in line with their profiles. See also SIMA matter.

3. Analysis

Based upon the above, the clients knowledge of their client and the factors as a whole, with both matters reviewed, to be closed. Client has been cooperative and provided sufficient explanation to questions asked.

4. Decision

No SAR filed.

VI) Comments and Pending Items

Comments / Issue	Originator	Completed by (date)

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NOTE: Please do not to alert customers to any possible suspicions and thus trigger "tipping off" restrictions

VII) Assessment

1. **Continuation of relationship(s), i.e. no action needed** X yes ☐ no

Explanation:

See above.

2. **Monitor relationship(s)** - no longer than 6 months ☐ yes X no

Monitor until:

Explanation / Additional Monitoring Requirements:

See above.

3. **Termination of relationship(s)** ☐ yes X no

Exit to be completed by:

Explanation:

See above.

4. **SAR filed (pls attach copy)** ☐ yes X no

- According to (pls state applicable law and article): 31 CFR 103.18 and BSA
- Name of receiving Agency: Financial Crimes Enforcement Network (FinCEN)

Signed by Deputy MLPO:

Date: 2/14/06 Signature

Comments on decision, if necessary:

Signed by Regional MLPO:

Date: Signature

Comments on decision, if necessary:

Confidential Treatment Requested UBS: LETSGO 00044

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Permanent Subcommittee on Investigations

Questions

[Responses to these questions are provided by Dr. Patrick Ukata, who serves as director of American University's Liaison Office to American University of Nigeria]

1. [Description of] American University of Nigeria ("AUN"), including its history, purpose, faculty, and source of funding;

Response

One of American University's ("American") academic goals is to be a premier global university and serve as an international resource for building viable higher education institutions in other areas of the world, especially in developing countries. These endeavors provide an opportunity to have a significant impact on emerging democracies and also open up educational prospects for our students and faculty to learn and benefit from academic collaborative programs, conferences, and academic exchanges.

In 2003, the then Vice President of Nigeria, the Honorable Atiku Abubakar, and his wife, Mrs. Jennifer Douglas Abubakar, approached American about providing consultation in the establishment of a private university in Nigeria. Mr. Abubakar may have become aware of American's impeccable reputation as a university with a strong international focus because Mrs. Abubakar was enrolled in a Ph.D. program at American's School of International Service.

Mr. Abubakar informed American that he was investing his personal funds into the creation of a private autonomous university in Yola, Nigeria. Given American's international expertise, Mr. Abubakar sought our advice on establishing a university. (Enclosed as Attachment 1 is a timeline of AUN's development.) American University of Nigeria ("AUN"), formerly called ABTI-American University of Nigeria, was intended to, and has become, a Nigerian accredited institution of higher education where individuals in the region could obtain an American-style post-secondary education. Whereas other Nigerian universities employ a traditional British-style lecture-hall teaching, AUN wanted to create an institution that encourages debate and one-on-one discussion with faculty in courses. (Enclosed as Attachment 2 is a copy of AUN's webpage entitled "Mission, Vision, and Values Statements" and as Attachment 3 is a copy of AUN's webpage that contains a description of AUN's concept.)

The prospect of consulting and providing services to AUN was a tremendous opportunity for American University, and for our country, to assist in building a private university in a part of the world and very important country where too few U.S. higher education relationships exist. American believes that through its assistance, it will make a significant contribution to the future of the largest African country as it works to establish a stable democracy, open and diversify its economy, and educate its people. While there are significant concerns due to the sometimes volatile

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nature of events in Nigeria, such as the unrest related to U.S. oil company interests in Nigeria, American believes that the educational possibilities both for the Nigerian people and American's faculty and students outweigh those risks.

In December 31, 2003, American University entered into a five year management consultancy agreement ("2003 Agreement") to provide assistance in recruiting AUN's management team and faculty; developing the curriculum; and advising on architectural drawings and design of the campus master plan. The 2003 Agreement is a confidential agreement with proprietary information requiring consent from AUN to release. (Given the confidential restrictions in the 2003 Agreement, it is our hope that the information provided below will adequately satisfy your inquiry. If the Committee needs further information, American would consider as one alternative permitting the Committee's staff members to come to American's campus and physically review the 2003 Agreement without the ability to take written notes. If the Committee must obtain a copy of the 2003 Agreement, then we would consider either the Committee issuing a "friendly" subpoena or we can contact AUN to obtain their written consent to release.) American will support a release of the Agreement to the Committee if an appropriate agreement to protect confidential and trade secret information in the document can be protected.

In 2004, American created a liaison office on its campus to serve as a focal point to centralize American's consultation efforts. American provided assistance to AUN in recruiting a management team comprised of AUN's president, vice president of academic affairs, vice president of finance and administration, Dean of Arts and Sciences, Dean of Entrepreneurial Studies, and Dean of the School of Information Technology. American submitted possible candidates for the management team for AUN's consideration and approval. The president and vice presidents of academic affairs, finance and administration were approved by AUN's Board of Trustees.

Once AUN's management team was selected, American provided them with consultation on developing the initial academic and administrative programs similar to American-style universities. In the area of governance and institutional assistance, American helped in:

- recruiting principal officers and academic deans;
- establishing a governance structure;
- developing a student marketing plan;
- creating financial, budget management, and endowment investment strategies;
- planning and implementing an information technology system;
- developing student programs and services;
- setting up a human resources structure with staff policies and procedures, and in recruiting and training staff; and

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- devising a plan for operating the university independently after the management consultancy agreement ended.

In the area of academic support, American assisted AUN's management team with:

- setting up faculty employment processes and manuals;
- advising in procurement of laboratory equipment and instructional equipment;
- establishing library collections and development;
- on-site training for AUN faculty;
- monitoring academic curriculum and standards;
- developing, reviewing, and evaluating graduate programs;
- setting up cultural exchange programs and distance education;
- establishing a research and policy center; and
- developing a fundraising and alumni relations program.

To ensure the effectiveness of American's consultation, American made periodic site visits to AUN and vice versa over the course of the 2003 Agreement.

In September 2005, AUN established the necessary infrastructure to open its university and enrolled 175 students in AUN's School of Arts and Sciences, the School of Entrepreneurial Studies and Business Management, and the School of Information Technology and Communication. These students are being educated by AUN faculty members recruited from all parts of the world. Most of AUN's faculty members come from the United States or are U.S. trained. (Enclosed as Attachment 4 is a copy of AUN's webpage containing a list of AUN's faculty.) Since opening its doors in 2005, total enrollment for the university has risen to 701 students.

It is our understanding that initial funding for AUN came primarily through its founder, Mr. Abubakar. However, since September 2005, in addition to receiving funding from its founder, AUN has been seeking funds through tuition fees, grants from foundations, and donations from institutional benefactors.

AUN also established an American based non-profit organization, American University of Nigeria Foundation ("AUNF"), to solicit and accept donations on behalf of AUN for educational related activities such as professorships, scholarships, building projects, fellowships, research and instructional programs. The establishment of an AUN affiliated foundation is a common fundraising technique used by many American-styled universities and colleges. AUNF was incorporated in Delaware on May 30, 2007. (Enclosed as Attachment 5 is a search record of the

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State of Delaware's Division of Corporation's website.) Based upon American's current knowledge, AUNF has not, as yet, engaged in any fundraising activities. AUNF has three directors: Mrs. Jennifer Douglas Abubakar, Mr. Edward Weidenfeld, and Dr. Patrick Ukata.

2. History of Jennifer Douglas Abubakar's association with AUN, including, but not limited to: a summary of all contributions she has made to AUN or received from AUN; her role in the AUN including control she has over the funding of AUN and the distribution of AUN funds; and any authority she has over AUN including hiring of personnel;

Response

In addition to the answer above, Jennifer Douglas Abubakar has been a member of AUN's Board of Trustees since October 2004. Like every member of AUN's Board of Trustees, she has the ability to participate in meetings and vote on resolutions that affect AUN policies. AUN's institutional officers are in the best position to provide a detailed answer to the question related to Mrs. Abubakar's financial contributions to AUN.

In 2005, AUN made American aware that Mrs. Abubakar, on behalf of AUN, paid the salaries of AUN faculty from her U.S. bank account during a two year period. At the time, AUN was in the process of establishing its own financial accounts. American does not have any more specific answer as to her role, if any, in control of AUN funds, and distribution of such funds, other than through her board positions at AUN and AUNF. American cannot further describe any authority she may have on hiring of personnel, beyond her board positions.

3. History of Atiku Abubakar's association with AUN, including, but not limited to: a summary of all contributions made to AUN or received from AUN; his role in AUN including control he has over the funding of the program and the distribution of program funds; any authority he has over AUN including the hiring of personnel;

Response

The Honorable Atiku Abubakar is the founder of AUN and former Vice President of Nigeria. Mr. Abubakar is not a member of AUN's Board of Trustees and does not hold any formal individual role nor hold any senior administrative position at AUN. As the founder, AUN's Board of Trustees and institutional officers consult with Mr. Abubakar on major decisions concerning AUN.

As founder of AUN, American believes Mr. Abubakar contributed his personal funds into the creation of AUN. AUN's institutional officers are in the best position to provide a detailed answer to questions related to Mr. Abubakar's financial contributions to AUN.

4. Oversight of AUN conducted by American University or any other entity.

Response

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American University is a separate legal institution from AUN and has no legal or administrative oversight. American is a consultant to AUN's senior management team.

AUN's legal and administrative oversight is provided by its Board of Trustees. (Enclosed as Attachment 4 is a copy of AUN's webpage containing a list of AUN's trustees.) AUN's Board of Trustees has the fiduciary responsibility for governance, serving to oversee and shape its broad policies. The Board is comprised of twenty members. Currently, two out of the twenty AUN board members are affiliated with American University: Dr. Louis Goodman, Dean of the School of International Service, and Dr. Robert Pastor, former Vice President of International Affairs and current professor in the School of International Service. The Board administers the institutional funds, sets the annual budget and determines policies for operation and control of AUN. The Board delegates broad authority to the president to operate the day to day management of AUN. (Enclosed as Attachment 4 is a copy of AUN's webpage containing a list of AUN institutional staff.)

5. Any knowledge regarding the two companies known as Letsgo and the Guernsey Trust Company.

Response

Pursuant to the July 8, 2008 telephone conversation between American and the Committee's attorneys, the Committee wanted to know what American knew of two companies, Letsgo and the Guernsey Trust Company. Mr. Abubakar made payments, through Letsgo Ltd and Guernsey Trust Company, on behalf of AUN for the services American rendered pursuant to the 2003 Agreement. Specifically, American received payments from Letsgo totaling $13,149,758 and the Guernsey Trust Company amounting to $900,000. American has had no dealings with these companies.

CONCLUSION

American University remains extremely proud of the advisory role we have played in establishing AUN. We believe the fees we have charged in our Agreement have provided excellent value to AUN. We believe American University has acted appropriately at all times. We look forward to continuing our relationship with AUN, if AUN wishes to do so, and we would seek to renew a relationship with AUN if it suits both parties.

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AFFIDAVIT OF DR. PATRICK UKATA

I hereby certify that the responses provided have been provided by me and are true and correct and to the best of my knowledge.

Dr. Patrick Ukata
Director, American University's Liaison Office to AUN

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RC 644316

CAC

CORPORATE AFFAIRS COMMISSION

FEDERAL REPUBLIC OF NIGERIA

Certificate of Incorporation of a Company

I hereby certify that

AMERICAN UNIVERSITY NIGERIA LTD/GTE

previously called ABTI-AMERICAN UNIVERSITY LTD/GTE which name was changed by Special Resolution and with my Authority on the Twenty-Eighth day of May , 2007 was incorporated under the Companies and Allied Matters Act 1990 as a Limited Company, on the Thirtieth day of January , 2006

Given under my hand at Abuja

This Eighth day of June , 2007

A ALMUSTAPHA

Registrar General

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NATIONAL UNIVERSITIES COMMISSION
AJA NWACHUKWU HOUSE, PLOT 430 AGUNYI-IRONSI STREET, P.M.B. 237 ABUJA
OFFICE OF THE EXECUTIVE SECRETARY
PROF. PETER OKEBUKOLA
Tel: 09 -4133185
Fax: 09 -4133520

NUC/ES/SCOPU/1

29th September, 2004

The Coordinator
Abti University
Yola.

Dear Sir,

RE: APPLICATION FOR A CHANGE OF NAME FROM ABTI UNIVERSITY TO ABTI AMERICAN UNIVERSITY OF NIGERIA, YOLA

I write in response to your letter of 28th July 2004 on the above subject matter. After a careful consideration of the request and evaluation by appropriate organs of the National Universities Commission, I am pleased to convey approval for the change of name from ABTI University to ABTI American University of Nigeria, Yola.

I wish to request that you meet with the Standing Committee on Private Universities for guidance on the implementation of the Management Consultancy and Trade Mark License Agreements which you have signed in connection with the new name.

Please accept my congratulations as we look forward to the commencement of academic activities in ABTI-American University of Nigeria.

Very sincerely,

Professor Peter Okebukola
Executive Secretary

JD-F-00431

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From: Robert Pastor
Sent: Saturday, August 27, 2005 11:49 AM
To: Ajuji Ahmed <ajuji.ahmed@[redacted]>
Bcc: Cornelius M. Kerwin
Subject: Lift spirits for the Opening of AAUN

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Ajuji:

It is always good to hear from you, even when the connection is not good.

I appreciate the message below and sympathize with Jennifer and the VP. We are finding ourselves in a similar Kafkaesque void regarding Ben Ladner, but I'm hopeful that both clouds will depart before too long.

The reporter from the Times-Picayune (New Orleans, La. paper - where Cong. Jefferson is from) called several times to me and others at AU. I did not respond, but finally, I decided to have the press assistant respond and gave very precise guidance, which in the end wasn't necessary. The report asked if there was any connection at all between the Jefferson case and President Ladner, and the simple answer was: "Absolutely not." To which the reporter said thanks, and went looking for other leads. I think the reporter is just trolling for stories, but his focus remains Jefferson, and I'm not even sure there is anything there. Anyway, let us keep in touch and share information on both sides.

We are all very excited about the opening of ABTI in the next 10 days. I understand that 110 students plus are coming. That is great. I also received a report from Jackie Ferris yesterday, who met with several of the senior management and faculty from ABTI, and she was enthusiastic about them, saying that we have assembled an absolutely first-class group, who will do much to lift both the University and all of Nigeria. They told her that "Bob Pastor had lowered their expectations about Yola so far that they were surprised to find it so enchanting and interesting!"

There's a lesson in that.

Best wishes to you, HE, and Jennifer,

Bob

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366

Ajuji Ahmed <ajuji.ahmed@[redacted]>
08/27/2005 06:54 AM

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To
Robert Pastor <rpastor@american.edu>
cc

Subject
Re: Check out this page on NOLA.com

Hello Bob:

I am sorry I could not get back to you yesterday, because I was not able to speak with VP Abubakar until late last night. I did not on my own know about the incident, and I am sorry I could not provide you with any insight into it yesterday.

From my discussions with him, I was able to understand that the government of Nigeria was informed through diplomatic channels about details of the visit of the relevant agents to Potomac. We were provided with documented details of the things they took away with them.

The incident was part of the wider investigation on the help which the target of the investigation received or did not receive from Jen. Her point of view is that she acted in all good faith, believing that she was aiding the inflow of foreign direct investment into Nigeria. She was not aware of any illegal activity by anyone connected with the initiative.

The whole thing is unfortunate and bad. I hope she will be vindicated at the end of it, and a lot of lessons would have been learnt. If I get any further information that will help your inquiry, I will send such information to you. And if there is any further clarifications you will want me to, I will be most happy to do so.

Sincerely,
Ajuji Ahmed

On 8/26/05, Robert Pastor <rpastor@american.edu> wrote:
> Dear Ajuji Ahmed, David Huwiler:
>
> Robert Pastor (rpastor@american.edu) thought you would be interested in this item from NOLA.com.
>
>
http://www.nola.com/news/t-p/frontpage/index.ssf?/base/news-4/1124951569317850.x
ml
>

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> Robert Pastor says:
> Here's the article on the probe on the Congressman. Bob
>
> _____
> Want more news and info from NOLA.com?
> Subscribe to My Newsletters and get
> FREE e-mail updates delivered to your inbox.
>
> http://www.nola.com/info/subscribe.html
>

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Kay
Mussell/mussell/AmericanU
06/11/2003 09:37 AM

To Robert Pastor/rpastor/AmericanU@AmericanU, Louis Goodman/goodman/AmericanU@AmericanU, Nana An/nanaan/AmericanU@AmericanU, James
cc
bcc
Subject ABTI assessment

Dear ABTI team members,

I am sending you a copy of a report I prepared for Neil about our trip to Nigeria. It's in the form of a pros/cons list for discussion. I'm looking forward to seeing the draft report when it's prepared. I'm also eager to see the results of the poll in Nigeria and the business plan. Any word on any of that yet?

Let me say again how much I enjoyed working and traveling with each of you. The trip generated plenty of good ideas for the future having little or nothing to do with its main purpose. We should do this more often.

Kay

ABTI-proscons.doc

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ABTI University Project - Nigeria

Positives	Negatives
Fits AU mission as global private university with a public responsibility. ABTI University would be first private institution in the North, which is well behind the South on most educational and social indicators.	Yola is impoverished and isolated. Is it the best place for such an institution? Abuja would be more promising. Electricity and water are unreliable throughout Nigeria and especially in Yola. Cell phone signals unavailable at present, although cellular service is only 3 years old in Nigeria.
Could enhance our reputation as Amanager@ for American-style higher education in the 3rd world	Political factor. Project is completely dependent on power, authority, commitment, financial support of one person with current political clout. What of the future?
High-quality American-style private university in Nigeria would increase options for students, enhance country=s educational system, substitute for dysfunctional public university system	Lack of business plan. Cannot predict financial viability of the project from information currently available. Surveys being conducted in Nigeria to gauge demand and optimum pricing.
Proprietor has deep pockets, is committed to the project, and appears willing to agree to AU stipulations	Khashoggi factor. Is there a risk to AU=s reputation? Role of rampant corruption and graft in Nigeria is unclear.
Capacity to build quickly is demonstrated by early success of ABTI Academy in same location	Given the variable infrastructure in Nigeria, and especially in Yola, can a high-tech campus be created within 1 to 2 years?
Entrepreneurial success by headmaster of academy (cybercafe, gourmet restaurant, printing press, other auxiliary money-making services) supports educational enterprise.	Need for independent budget. Expats at academy on payroll of proprietor=s other businesses. No specific budget for academy.
Implementation committee shows strong desire to succeed and to adapt to AU standards	Luxuries, amenities, conditions of trip which made it successful also insulated visiting team from less favorable realities in Nigeria. Hard to judge actual environment.
Financial incentives for AU could be compelling. No financial risk for us and perhaps a large influx of cash.	Can we pull this off? Recruitment of high-level administrators and faculty to work in Yola could be difficult. Virtually no amenities for expats. Focus of institution (business, high tech) is precisely in the areas where faculty recruitment in the US is costly and difficult.

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From: Robert Pastor
Sent: Monday, June 11, 2007 10:40 PM (GMT)
To: Stremlau, John <JSTREML@emory.edu>
Cc: Hardman, John B <JHARDMA@emory.edu>; Wise Jr., Phil <PWISE@emory.edu>
Bcc: pukata@american.edu
Subject: RE: Election Reform in Nigeria

John:

Thanks for responding. I realize that Nigeria has not occupied you in the last few years as they did during your honeymoon in Lagos, but let me clarify a few points.

1. On the alleged corruption of Atiku. We were certainly aware of the different reports about Atiku when he first approached us about helping build the university. Lou and I sought out all sources, including the US Ambassador and the intelligence community. The US Ambassador said he had never seen anything beyond a rumor, and that was confirmed by other sources. Recently, there are two charges that have been made about his corruption - on Jefferson and by Obasanjo and the EFCC.
- On Jefferson, I have read almost everything, including the indictment. Here are the facts: Jefferson extorted $100,000 from an FBI informant in order to bribe Atiku. He then allegedly took the money to a meeting with Atiku at his home in Maryland. The FBI then searched Atiku's house and found nothing. They then searched Jefferson's and found $90,000 in his freezer; the rest was later accounted for as payments to his staff. Both Jefferson and Atiku have said publicly in a long Washington Post article that there was no deal between them and no efforts to bribe him. I think it's a pretty good case of Jefferson extorting money from the FBI and keeping it. Whether that is a crime, we shall have to wait for the trial. But the short of it is that Atiku is not implicated with Jefferson unless you have read something I haven't.

- On the EFCC charges. Obasanjo tried to do everything he possibly could to prevent Atiku from running for President. He told Ribadu to put together the best case possible with all the documents available to the Nigerian government. That case was that Atiku had taken $100 million from the Petroleum Development Technology Fund and invested it in a bank in Lagos. That is true, and the investment yielded $10 or $20 million, which was then returned to the Fund. Those facts were clearly established in the Senate hearings. Of all the investments made with PDTF funds, this proved to be one of the most productive. The only issue was whether the President had approved the movement of the funds. Atiku said that Obsanjo had approved it; and Obsanjo said that he had not. But regardless the Minister of Finance approved it. So if that was the best that Obsanjo could find, then one could conclude there was no smoke or fire.

- If you can substantiate anything more than rumor, please let me know.

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2. On the Supreme Court decision, you dismiss the possibility that they might declare the election invalid. I think you're wrong, but we can wait and see what happens.

3. On the Carter Center involvement. Atiku is about to test Yar'Adua this week regarding his commitment to genuine electoral reform. I am dubious that Yar'Adua is committed, but we shall see if he passes the test. Beyond that, much depends on the Court. If it declares the election invalid, then some involvement will be needed by the international community to craft a constitutional transition. After that, some election assistance would be helpful, and the Carter Center's involvement then would be useful. If the Court does not declare it invalid, and if Yar'Adua does not pass the test of genuine interest, I would think it would not be a good use of the CC's time to get involved.

Bob

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366

"Stremlau, John" <JSTREML@emory.edu>
06/10/2007 09:57 PM

To
"Robert Pastor" <rpastor@american.edu>
cc
"Wise Jr., Phil" <PWISE@emory.edu>, "Hardman, John B" <JHARDMA@emory.edu>
Subject
RE: Election Reform in Nigeria

Dear Bob,
Thanks for sending along the materials on the Nigeria elections. I am presently in Boston after a week of speaking to donors. I am off shortly to Oxford on personal time to speak to a conference on Nigeria, although one focused on the legacy of the civil war that began 40 years ago this month. I will read your attachments en route as I am thinking a lot about how TCC might re-engage on the the Peace front, a topic of much talk with Don Hopkins when we were traveling together this past week. I will be surprised if the election is

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overturned in the court, for as Gen. Gowon pointed out to me recently, the justices would be reluctant to risk destablizing the country. I don't know how strongly the Buhari faction will push against his Katsina brother and with Atiku implicated in the Rep. Jefferson corruption trial here and a hot topic in Nigeria I doubt his challenge will carry much weight. I told Lou Goodman years ago I thought his reputation for corruption was a risk for AU and I hope now that the Yola campus is up and running I hope you are able to make your ambitious goals despite the latest flap. As for electoral reform, I am heartened by Yar'Adua's inaugural call for a commission. The last election travesty, especially since the little polling I've seen suggest PDP would have won anyway. This is a defining time for Nigeria's democratic development and I hope TCC can play a contstructive role. Your work on the electoral process should be of help and I will share it with David Carroll among others. Best wishes. John. PS writing on a handheld while traveling is tricky so I hope the above message is ok. J.

Sent from my GoodLink synchronized handheld (www.good.com)

-----Original Message-----
From: Robert Pastor [mailto:rpastor@american.edu]
Sent: Friday, June 08, 2007 12:16 AM Eastern Standard Time
To: Stremlau, John
Cc: Wise Jr., Phil; Carroll, David J
Subject: Election Reform in Nigeria

John:

It was great to see you at the airport in Atlanta. I mentioned that I had organized a conference in Nigeria on election reform and a Summer Institute at American University with INEC officials to design a better system for the elections. I attach the two reports, plus the speech that I gave at the conclusion of the March 2005 conference. If the Supreme Court of Nigeria declares the presidential election null and void, it is possible that Nigeria might turn to these reforms.

best wishes,

Bob

Dr. Robert A. Pastor
Director, Center for Democracy and Election Management

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Vice President of International Affairs
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3201 New Mexico Ave. N.W. - Suite 265
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Phone: 202-885-2728; Fax: 885-1366

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Nana An/nanaan/AmericanU
06/18/2005 11:20 AM

To rpastor@american.edu
cc
bcc
Subject Re: ABTI- Establishing US Bank Account

History: This message has been replied to.

Bob:

For whoever you find to handle an ABTI US bank account, given the highly confidential nature of dealing with salaries and the financial exposure of managing the VP's fund, I suggest that the ABTI office do the following:

a) Do a credit background check for the person;
b) Implement a confidentiality agreement; and
c) Write a procedure that the person as an account holder cannot write a check to him/herself.

In fact, anyone who deals with personnel and financial matters should sign a confidentiality agreement at the university. Budget, Finance, HR/Payroll, etc., use the attached agreement as a standard protocol. I suggest that some precautionary measures be in place for ABTI employees as well. If you think it is a good idea, You or Patrick is welcome to revise the confidentiality agreement to fit into the ABTI environment.

I'm going to talk to Phil Jacoby in Accounting. Are you looking for a full-time person or part-time? I have a budget staff who is leaving to study law full-time. She may be interested in helping on a part-time basis.

Nana

Budget Office Confidentiality Agreement.doc

****

Nana An
Executive Director of Budget and Payroll
American University
4400 Massachusetts Ave., N.W.
Washington, D.C. 20016-8033
Phone (202) 885-2729; Fax (202) 885-3278
nanaan@american.edu

Robert Pastor/rpastor/AmericanU

Robert Pastor/rpastor/AmericanU
06/16/2005 11:15 AM

To Huwiler@gmail.com, pukata@american.edu
cc Doug Kudravetz/doug/AmericanU@AmericanU, Nana An/nanaan/AmericanU@AmericanU, tingold@american.edu
Subject Re: ABTI- Establishing US Bank Account

David and Patrick:

Cynthia erroneously sent this to Tom Ingold. My sense from reading it is that David needs to fill out the

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1301

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forms - not Tom or AU.

Bob

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366
Thomas Ingold/tingold/AmericanU

Thomas Ingold/tingold/AmericanU
06/16/2005 09:57 AM

To nanaan@american.edu, nanaan@american.edu@AmericanU, Doug Kudravetz/doug/Staff/VPFIN/AmericanU
cc rpastor@american.edu@AmericanU
Subject ABTI- Establishing US Bank Account

W. Thomas Ingold
Director of Financial Operations
Office of International Affairs - AU Abroad
American University
4400 Massachusetts Avenue, NW
Washington, DC 20016-8039
202-885-1322 - phone
202-885-1370 - fax
tingold@american.edu
www.auabroad.american.edu

A*new*AU

----- Forwarded by Thomas Ingold/tingold/AmericanU on 06/16/2005 09:44 AM -----

Adeyinka Adesioye/adesioye/American U
06/16/2005 09:35 AM

To Thomas Ingold/tingold/AmericanU@AmericanU
cc
Subject Fw: ABTI- EIN Application

****

Adeyinka Cynthia Adesioye
Assistant to the Director
Washington Office
American University and
ABTI - American University of Nigeria
202.885.3966 Office
202.885.1754 Fax
adesioye@american.edu

----- Forwarded by Adeyinka Adesioye/adesioye/AmericanU on 06/16/2005 09:37 AM -----

David Huwiler <huwiler@gmail.com>

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06/15/2005 10:15 PM

Please respond to
David Huwiler
<huwiler@gmail.com>

To Cynthia <adesloye@american.edu>, Patrick Ukata <pukata@american.edu>
cc Jennifer Porter <jporter@gurnelaw.com>
Subject Fwd: ABTI- EIN Application

Cynthia,

Could you take care of getting these materials today so that I can sign the necessary documents before I leave? Thank you! d

---------- Forwarded message ----------
From: Jennifer Porter <jporter@gurnelaw.com>
Date: 16-Jun-2005 01:27
Subject: Re: ABTI- EIN Application
To: David Huwiler <huwiler@gmail.com>

David:
With respect to ABTI's banking arrangements, I think it would be preferable to start from scratch and apply for an account in ABTI's name (last Friday, we had discussed the possibility of converting Ms. Abubakar's bank account to an ABTI account.) Whichever way you decide to proceed, while we have you in town to sign papers, we should take advantage of the moment on the theory that getting a signature will take longer once you have left town.

To speed this process along, if you decide to see if Ms Abubakar's account can be used, it would be helpful to have Ms. Abubakar find out if the bank will permit that conversion and if so, what documents the bank will want ABTI to sign - if ABTI has to sign something, it will be an officer's signature they want.

If ABTI wants to apply for an account in its own name, it may save some time and effort if, before you leave, you could get from the bank the form resolutions that the bank requires for corporate bank accounts, the signature card, and an application for an account. Generally, the resolutions are required to be passed by the board (although you may already have delegated authority to take this action) and the forms are required to be signed by an officer. The signature of an officer is probably easier to get from you this week rather than after you have left town.

Whoever gets the forms from the bank should make sure to tell the bank that these requests are being made for a foreign corporation and ask the bank what if any additional documents it may require as a result of that fact.

Thanks for the update on the EIN documents. I will take care of the application just as soon as I receive the originals. jp

Jennifer M. Porter

Gurne Porter & Baulig, PLLC
900 Nineteenth Street, NW Suite 325

PAU027603

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Washington, DC 20006

Ph: 202.778.0030
Fx: 202.778.0029

E-mail: jporter@gurnelaw.com

On Jun 15, 2005, at 1:18 PM, David Huwiler wrote:

> Hi Jennifer,
>
> Here is the information I think you need:
>
> Date AAUN was established: 21 May 2003
> Closing date of AAUN fiscal year: April 30
>
> Using Dr. Ukata's fax and phone numbers is fine with me. If you can
> complete the application process by phone, that will be ideal.
>
> I have printed and signed both forms, and will fax them to you. I
> will also have the originals sent to you. Let me know if there is
> anything else that I need to do before I leave on Monday. Thanks,
> Jennifer.
>
> David
>
> On 13/06/05, Jennifer Porter <jporter@gurnelaw.com> wrote:
>> Dr. Huwiler:
>> Attached is a draft application for an Employer Identification Number
>> for the university. I do not have the information required to
>> complete sections 7 (your SSN), 10 (date of incorporation or date
>> established) and 11 (the closing date of ABTI's financial year - this
>> latter information is not relevant but it is easier to give it to
>> them). Where the form asks for a telephone number and fax number, I
>> have used Dr Ukata's. If there are other numbers you would rather use,
>> please let me know.
>>
>> IRS rules provide for applications to be submitted by phone, or by
>> mail. Mail takes about 5 weeks. Phone applications must be made by
>> the person who signs the form - although you can execute a power of
>> attorney to let me make the application on your behalf. I have
>> prepared the requisite power of attorney in case you would prefer to
>> proceed that way and it is also attached.
>>
>> I would appreciate it if you could provide the missing information for
>> the EIN application, and sign and return both forms to me at the
>> address below, if you would like me to submit the application on
>> ABTI's
>> behalf. If not, telephone 215-516-6999 and make sure the completed
>> form is mailed within 24 hours to:
>> TIN Application
>> Entity Control
>> Philadelphia, PA 19255
>>
>>
>>
>>
>> Please telephone me at 703 795 8991 if you have any questions. I will
>> be in contact later this week with a draft of the options memorandum
>> that we discussed on Friday. JP

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>>
>> Jennifer M. Porter
>>
>> Gurne Porter & Baulig, PLLC
>> 900 Nineteenth Street, NW Suite 325
>> Washington, DC 20006
>>
>> Ph: 202.778.0030
>> Fx: 202.778.0029
>>
>> E-mail: jporter@gurnelaw.com
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ANSWERS OF AMERICAN UNIVERSITY TO INTERROGATORIES POSED BY U.S. SENATE'S PERMANENT SUBCOMMITTEE ON INVESTIGATIONS

October 10, 2008

1) The number of visits to AUN made by American University ("American") representatives and the names of AU representatives who made these visits:

Response

American representatives made several visits to AUN, which are identified below.

In January 2003, Louis Goodman, Dean of the School of International Service ("SIS"), traveled to Nigeria to meet and advise Mr. Abubakar on the feasibility of forming a new institution of higher education. (See "AU helps first private college open in Nigeria" *The Eagle* February 5, 2007 attached as Exhibit 1, Document Numbers PAU000001-000003).

In May 2003, American sent a Site Visit Team to Nigeria to make an initial assessment for the creation of AUN. Those American representatives who participated on the trip to Nigeria were: Robert Pastor, former Vice President of International Affairs; Louis Goodman, Dean of SIS; Kay Mussell, Dean of the College of Arts and Sciences; Nana An, Executive Director of Budget and Payroll; Peter Lewis, a SIS Associate Professor who is one of the nation's foremost experts on Nigeria; James Lee, Associate Director of Technical Support in Training in the Center for Teaching Excellence; and Mark Huey, Assistant to the President. (See American's Preliminary Report on the Master Plan to Establish ABTI University Yola, Nigeria May 19, 2003 attached as Exhibit 2, Document Numbers PAU000004-000053).

In July 2004, Robert Pastor and Patrick Ukata, Director of the AUN Liaison Office, made a visit to Nigeria to meet with AUN's implementation committee. (See Final Report on the Proposal to Establish ABTI-American University of Nigeria attached as Exhibit 3 for a list of members of AUN's implementation committee, Document Numbers PAU000054-000093). Dr. Pastor also testified on election reforms before the National Assembly and met with the Election Commission. (See also Vice President of International Service Report in Board of Trustees Material dated November 5, 2004 attached as Exhibit 4, Document Numbers PAU000094-000103.)

In October 2004, American representatives (Benjamin Ladner, then American President; Robert Pastor; Don Myers, Vice President of Finance and Treasurer; Louis Goodman; Patrick Ukata; and Peter Lewis) visited Nigeria to attend AUN's groundbreaking ceremony and the first AUN Board of Trustees meeting on October 25-26. (See President's Report in

Permanent Subcommittee on Investigations
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Board of Trustees Material dated November 5, 2004 attached as Exhibit 4, Document Numbers PAU000094-000103).

In March 2005, Benjamin Ladner, Robert Pastor, and Patrick Ukata traveled to Nigeria to attend AUN's Board of Trustees meeting on March 21-22. (See Vice President of International Service Report in Board of Trustees Material dated May 13, 2005 attached as Exhibit 5, Document Numbers PAU000104-000109). Also, Professor Peter Lewis traveled to Nigeria and assisted Dr. Pastor to organize, co-sponsor, and address the National Conference on Electoral Reform at the Yar'Adua Center held on March 17-19. (See American's Center for Democracy & Election Management webpage attached as Exhibit 6, Document Numbers PAU000110-000180).

In October 2005, Benjamin Ladner, Robert Pastor, and Patrick Ukata traveled to Nigeria to attend AUN's Board of Trustees meeting on October 13-14. (See Vice President of International Service Report in Board of Trustees Book dated November 11, 2005 attached as Exhibit 7, Document Numbers PAU000181-000191).

In April 2006, Benjamin Ladner, Robert Pastor, and Patrick Ukata traveled to Nigeria to attend AUN's Board of Trustees meeting on April 20-21. (See Vice President of International Service Report in Board of Trustees Book dated May 18-19, 2006 attached as Exhibit 8, Document Numbers PAU000192-000203).

In October 2006, Robert Pastor and Patrick Ukata traveled to Nigeria to attend AUN's Board of Trustees meeting on October 19-20 and Dr. Pastor also gave an address before AUN's student body on a presentation entitled: "US Foreign Policy to the Developing World: Imperialist or Post-Imperialist?" (See Vice President of International Service Report in Board of Trustees Material dated November 2-3, 2006 and OIA's 2007 Annual Report attached as Exhibit 9, Document Numbers PAU000204-000219, and Exhibit 10, Document Numbers PAU000220-000307).

For academic year 2006-2007, American's College of Arts and Science Professor Kinuthia Macharia went to AUN to teach an academic course. (See OIA's 2006 Annual Report 2006 attached as Exhibit 11, Document Numbers PAU000308-000356).

In March 2007, Cornelius Kerwin (American President), Robert Pastor, Patrick Ukata, and Louis Goodman traveled to Nigeria to attend AUN's Board of Trustees meeting on March 1-2. Dr. Pastor also gave a lecture on "Nigeria's Elections in Historical and Comparative Context." (See OIA's 2007 Annual Report and Vice President of International Service Report in Board of Trustees Material dated Feb. 22-23, 2007 attached as Exhibits 10, Document Numbers PAU000220-000307, and Exhibit 12, Document Numbers PAU000357-000368).

In April 2007, Robert Pastor and Patrick Ukata traveled to Nigeria as advisors to Nigerian election observers.

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In October 2007, Robert Pastor, Patrick Ukata, and Louis Goodman traveled to Nigeria to attend AUN's Board of Trustees meeting in Nigeria on October 29-30. (See Vice President of International Service Report in Board of Trustees Material dated November 15-16, 2007 attached as Exhibit 13, Document Numbers PAU000369-000374).

In January 2008, Sara Dumont, American's Director of Study Abroad, and Dr. Carl Levan, SIS Instructor, visited AUN to review the suitability of AUN as a study abroad site for American students. (See President's Report in Board of Trustees Material dated Feb. 28-29, 2008 attached as Exhibit 14, Document Numbers PAU000375-000388).

In March 2008, Robert Pastor, Patrick Ukata, and Louis Goodman traveled to Nigeria to attend AUN's Board of Trustees meeting in Nigeria on March 5-6.

In June 2008, Nana An, Patrick Ukata, Robert Pastor, and Louis Goodman traveled to Nigeria to attend AUN's Board of Trustees meeting on June 26-27.

2) The name of Atiku Abubakar's assistant who serves as the main point of contact for AUN:

Response

Dr. Ajuji Ahmed was Atiku Abubakar's representative who served as the main point of contact for AUN.

3) Whether any American representatives had meetings or any communication with other Nigerian officials with regard to AUN other than Mr. Abubakar and, if so, the circumstances, dates, and persons involved:

Response

As part of their eight-day site visit in May 2003, American representatives, identified in Question 1, met with the following Nigerian and US officials to gather information to complete their initial assessment on building an institution of higher education in Nigeria: Atiku Abubakar, Vice President of Nigeria; Professor Salihu Mustafa, Vice Chancellor of the Federal University of Technology in Yola; Dr. Ajuji Ahmed, Special Assistant to the Vice President of Nigeria; Dr. Ladi Hamalai, Professor at the National Defense Academy; Professor H. Tukur Saad, Vice Chancellor of the Federal University of Technology in Minna; Professor Gidado Tahir, Coordinator of the Universal Basic Education in Abuja; Bonnie Haruna, Governor of Adamawa State; Emir 'Aliyu Mustafa bi Muhammad Mustafa, Baban-Lamido of Adamawa; Olusegun Obasanjo, President of Nigeria; Mallam Nasir-El-Rufai, Director General of the Bureau of Public Enterprises; Dr. Hakeem Baba-Ahmed, Secretary to the Commission of Independent National Electoral Commission; Professor Babalola Borishade, Minister of Education at the National Universities Commission; Professor Peter Okebukola, Executive Secretary of the National Universities Commission;

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Musa Abdulwahab, Special Assistant to the Chairman, Independent Corrupt Practices and Other Related Offences Commission; Dr. Usman Bugaje, chief political advisor to the Vice President and former chairman of the People's Democratic Party; Honorable Howard Jeter, US Ambassador to Nigeria; and Ambassador Andrew Young, former Congressman and Ambassador to the UN. (See American's Final Report on the Proposal to Establish ABTI-American University of Nigeria Yola, Nigeria attached as Exhibit 3, Document Numbers PAU000054-000093).

In October 2004, the American representatives, identified in Question 1, traveled to Nigeria to attend AUN's groundbreaking ceremony and the first Board of Trustees meeting at AUN. The following officials also attended the groundbreaking ceremony were: Atiku Abubakar, Vice President of Nigeria; Olusegun Obasanjo, President of Nigeria; 17 of the 36 Nigeria State Governors; members of the Nigerian National Assembly, six ambassadors including the current US Ambassador to Nigeria; Professor Salihu Mustafa, Vice Chancellor of the Federal University of Technology in Yola; Dr. Ajuji Ahmed, Special Assistant to the Vice President of Nigeria; Dr. Ladi Hamalai, Professor at the National Defense Academy; Professor H. Tukur Saad, Vice Chancellor of the Federal University of Technology in Minna; and Professor Gidado Tahir, Coordinator of the Universal Basic Education in Abuja. (See also President's Report in Board of Trustees Material dated November 5, 2004 attached as Exhibit 4, Document Numbers PAU000094-000103).

In March 2005, Professor Peter Lewis and Dr. Pastor organized, co-sponsored, and addressed the National Conference on Electoral Reform at the Yar'Adua Center held on March 17-19. The conference included keynote remarks by President Olusegun Obasanjo and Vice President Atiku Abubakar, along with participation by the Speaker of the House, Senators, Representatives, State Governors, representatives from the major political parties and civil society organizations. International participants included Ambassador Princeton Lyman, former U.S. Ambassador to Nigeria and South Africa (See American's Center for Democracy & Election Management webpage attached as Exhibit 6, Document Numbers PAU000110-000180).

Due to the broad scope of this question, the passage of time and the separation of employees, and the fact that we have not completed our own review of the university's documents, it is possible that some contacts have occurred which are not listed. American will supplement its response with additional information upon discovery.

4) The number, dates, and location of meetings American representatives had with Mr. Abubakar and the names of those in attendance:

Response

As founder of AUN, American representatives would have had meetings with Mr. Abubakar to discuss the developments of AUN. The responses provided for Questions 1 and 3 contain affirmative responses addressing this question. In Question 1, American

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representatives attended AUN board meetings in which they would have also met Mr. Abubakar. There may be some informal meetings not identified between Mr. Abubakar and American representatives because American has no records or individuals cannot remember additional dates. American will supplement our response with additional information upon discovery.

In September 1999, Louis Goodman met with Mr. Abubakar and about 40 Nigerian politicians at American prior to an American-hosted CSPAN talk on Nigerian economic development.

On May 5, 2003, Louis Goodman, Robert Pastor, and Peter Lewis met Mr. Abubakar in DC to discuss the AUN project.

On August 6, 2003, Mr. Abubakar visited American and met with Benjamin Ladner, Robert Pastor, Don Myers, Louis Goodman, Kay Mussell, and Nana An.

On August 6, 2003, President Benjamin Ladner hosted a dinner for Mr. Abubakar at the University Club in Washington, DC. (See Guest List attached as Exhibit 15, Document Numbers PAU000389-000391).

On November 13 – 14, 2003, Mr. Abubakar visited American to discuss AUN and met with Benjamin Ladner, Robert Pastor, and other American representatives.

On February 24, 2004, Mr. Abubakar visited American to discuss AUN and those in attendance were Jennifer Abubakar, Felix Obadan, Benjamin Ladner, Robert Pastor, and Don Myers. Dr. Ladner also hosted a dinner at his residence for Mr. Abubakar and those in attendance were Jennifer Abubakar, Felix Obadan, Dr. Benjamin Ladner, Robert Pastor, Mrs. Margaret Pastor, Don Myers, and Peter Lewis.

On June 22, 2004, Mr. Abubakar visited American and had two meetings to discuss AUN. In his first meeting, those in attendance were Jennifer Abubakar; Ajuji Ahmed; Robert Pastor; Patrick Ukata; Louis Goodman; Kay Mussell; Peter Lewis; Mark Huey; Roderick French, Director of American University of Sharjah; Charles Larson, Professor in the College of Arts and Sciences; and John Richardson, Director of American's Center for Teaching Excellence. In his second meeting, those in attendance were Jennifer Abubakar; Ajuji Ahmed; Robert Pastor; Patrick Ukata; Don Myers; Jorge Abud, American's Assistant Vice President of Facilities; Jerry Gager, American's Architect; Adegboyega Adenekan, American's Project Coordinator in the Office of the Architect; Rosemary Jalo, American's Project Coordinator in the Office of the Architect; and Adesanmi Fajemisin, American's Construction Coordinator in the Office of the Architect. (See Summary of the AU Advisory Committee Meeting with H.E. Atiku Abubakar attached as Exhibit 16, Document Numbers PAU000392-000394).

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On June 23, 2004, Mr. Abubakar visited American to attend a meeting to discuss AUN. Those in attendance were Jennifer Abubakar; Ajuji Ahmed; Benjamin Ladner; Robert Pastor; William Jacobs, member of AU's Board of Trustees; and Don Myers. (See Summary of the AU Advisory Committee Meeting with H.E. Atiku Abubakar attached as Exhibit 16, Document Number PAU000392-000394).

On August 24, 2004, Mr. Abubakar visited Washington to discuss AUN and those in attendance were David Huwiler, former AUN President; Jennifer Abubakar; Patrick Ukata; Ron Kessler of the architecture firm McKissack and McKissack; and Bunu Abubakar, AUN architect.

On June 21, 2006, Louis Goodman hosted a dinner for Mr. Abubakar at his home. Guests at the dinner included: Dr. and Mrs. Goodman, Mr. and Mr. Atiku Abubakar, and Dr. Patrick Ukata, Dr. Peter Lewis, Dr. Augustine Duru, Ajuji Ahmed, Interim Provost Ivy Broder, Dr. Robert Pastor, and Dr. Steve Morrison.

On June 22, 2006, Mr. Abubakar visited American and met with President Cornelius Kerwin to discuss AUN.

On January 3, 2007, Robert Pastor hosted a dinner for Mr. Abubakar at his home. (See OIA's 2007 Annual Report attached as Exhibit 10, Document Number PAU000220-000307). Guests at the dinner included: Dr. and Mrs. Robert Pastor; Mr. and Mrs. Atiku Abubakar; Dr. and Mrs. Cornelius Kerwin; Mr. Donald Myers and Ms. Margie Bryant; Dr. Patrick Ukata; Mr. and Mrs. Robert S. McNamara, member of AUN's Board of Trustees and former President of the World Bank; Dr. Stephen D. Krasner, Director of Policy Planning, U.S. Department of State; Mr. Robert Wells, Special Advisor to the U.S. Vice President on Africa and Defense Affairs; Mr. Mark L. Schneider, Vice President of the International Crisis Group and member of American's Board of Trustees; Ms. Karen DeYoung, Senior Diplomatic Correspondent, Washington Post; Mr. David E. Sanger, Chief White House Correspondent, New York Times; Mr. Peter Edelman, Professor of Law at Georgetown University; and Mr. and Mrs. Edward Weidenfeld.

In April 2007, Robert Pastor and Patrick Ukata traveled to Nigeria as advisors to Nigerian election observers and met with Mr. Abubakar.

On July 27,2007, Mr. Abubakar met at American with President Cornelius Kerwin; Robert Pastor; and Dr. Michael Smith to discuss AUN.

On August 17, 2007, Louis Goodman had lunch with Mr. Abubakar and Mr. Ed Weidenfeld in DC.

On January 17, 2008, Louis Goodman had lunch with Mr. and Mrs. Abubakar in Dubai.

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5) The bank which sent the payments to American for American's consultancy work for AUN:

Response

Northern Intl NYC, JP Morgan Chase, Swiss Bank Corp, Citibank NA, and UBS AG NYC were the banks which sent payments to AU for the 2003 Consultancy Agreement.

6) The name of the person(s) who negotiated the Consultancy agreement for AUN:

Response

Professor Salihu Mustafa, Dr. Ajuji Ahmed, Felix Obadan, Atiku Abubakar, and Adamu Abubakar negotiated the 2003 Consultancy Agreement on behalf of AUN.

7) The institutional benefactors who have provided money to AUN:

Response

American is aware of the following AUN benefactors: the International Food Policy Research Institute (a nonprofit organization located in Washington, DC); the MacAuthur Foundation (a nonprofit located in Chicago, Illinois); Mr. Kekere Akum (a member of the AUN Board of Trustees), and the Oracle Corporation (US Software Company). (See AUN's Grants and Alliances attached as Exhibit 17, Document Numbers PAU000395-000397).

8) The amount of funds Jennifer Douglas Abubakar, Mr. Abubakar, or any person or entity representing them has provided to AUN or intends to provide to AUN:

Response

American does not handle the day to day financial operations of AUN. All questions regarding actual funds needs to be directed to AUN. American's role is consultation. According to American University's initial assessment, "the capital project costs over a ten year period to build AUN were estimated to be approximately $400 Million Dollars." (See Cover letter and Final Report on the Proposal to Establish ABTI-American University of Nigeria Yola, Nigeria attached as Exhibit 3, PAU000054-000093).

9) The time period during which Jennifer Douglas Abubakar paid AUN faculty from her personal bank accounts and the reason why she paid AUN faculty from her personal bank accounts:

Response

In 2005, AUN made American aware that Mrs. Abubakar, on behalf of AUN, paid the salaries of AUN faculty from her U.S. bank account. American was aware that this continued for a two-year period ending in 2007. The reason explained to American as to

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why Mrs. Abubakar paid AUN faculty and staff from her personal bank account was that AUN was not at that time able to open its own account, yet expatriate staff and faculty still needed to have their salaries wired to their own foreign accounts outside Nigeria. Additionally, to the best of American's knowledge, no American employees were paid directly by Mrs. Abubakar.

10) The date, amount, and form of any gift or donation from the Abubakars to American's School of International Service ("SIS"):

Response

Date	Amount	Form
09/30/1999	$25,000.00	For SIS Building Fund
10/04/2001	$1,000.00	For SIS Dean's Fund
07/09/2003	1,000,000.00	For the SIS Building Fund
04/27/2004	$100.00	For the SIS Development Fund
04/27/2004	$10.00	For the SIS Building Fund

11) Whether Dr. Robert Pastor currently serves as Vice President of International Affairs as indicated on the American's website http://www.american.edu/ia/staff/rpastor.html:

Response

Dr. Robert Pastor is no longer Vice President of International Affairs. On December 31, 2007, Dr. Robert Pastor left the position and the Office of International Affairs was reassigned to other units within American University. The link referenced above is out of date. For more information, please see the attached President's Memorandum to the Campus Community dated September 6, 2007 attached as Exhibit 18 (Document Numbers PAU000398-000400) or is available at http://american.edu/president/statements/090607.html.

12) The link to the AUN website which lists the grants that AUN has received:

Response

The AUN website referencing the MacArthur Grant is attached as Exhibit 19 (Document Numbers PAU000401-000403) or is available at http://www.abti-american.edu.ng/news/aaunpr-060320-macarthur.htm.

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Exhibit 1

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AU helps first private college open in Nigeria

By: Kaylor Garcia

Posted: 2/5/07

The American University of Nigeria-ABTI, or AAUN, will be the first university in sub-Saharan Africa styled after American universities, partially because of the efforts of AU faculty members who have been working with Nigerian Vice President Atiku Abubakar to create the university for the past four years.

Until now, AU had never done anything of this magnitude, Dr. Robert Pastor, AU's Vice President of International Affairs and a main collaborator with ABTI, said. ABTI is an abbreviation derived from Abubakar's children's names.

The collaboration began when AAUN planners approached AU faculty to request their help in creating Nigeria's first private university. Louis Goodman, dean of the School of International Service, met with planners to register AAUN with the Universities Commission of Nigeria in January 2003. After feasibility studies, multiple consultations and the selection of administrators and faculty, the AAUN accepted its first students in April 2005, according to the university's Web site.

Since the school's opening, enrollment has steadily increased each year, with 90 students admitted for the current spring semester. AAUN currently has 380 students in attendance, triple the number of students at the school's opening, according to the Web site.

"I think what's most interesting is even in the first year, people dropped out of [the best public university in Nigeria] where they were paying no fees, to go to ABTI and pay $6,000," Pastor said. "When asked why, students responded, 'We want an education.'"

According to Pastor, students' dissatisfaction with public universities stemmed from persistent closings because of strikes, professors who were not serious and the "unproductive" education style.

Before AAUN, upper- and middle-class families sent their children abroad, but the opening of the new university provides the same type of education more cheaply and in a location closer to home, Pastor said.

AAUN currently consists of three schools: a College of Arts and Sciences, a School of Information Technology and Communication and a School of Business and Entrepreneurship. Future plans include possibly opening law and agricultural schools.

Pastor said the university has its own needs that need to be met and AU is only acting as a support to the programs.

"[AAUN] doesn't feel the need to mimic AU," Pastor said.

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With all the work invested by the AU team into the school, Pastor said the collaboration has been very beneficial for AU. Pastor hopes the opening of the university will encourage student exchange, with AAUN students studying at AU and AU students studying there when abroad. Pastor said a small exchange of students could take place as early as next fall.

In addition to students enjoying the chance to study at both institutions, the AAUN collaborators hope that faculty exchanges will be fostered, though Pastor said that may take more time to work out. Pastor also said AU has not lost resources through investment in the university, but instead has been highly compensated for the intellectual property of the faculty who helped coordinate the different schools.

Some students said they were receptive to the idea of an exchange program with Nigeria.

"I feel it would be a good integration between Nigerian and American culture," Abby Evans, a sophomore in the College of Arts and Sciences, said. "It'd be a good way to stay in your comfort zone by going to an American-style university, but still get to experience what the Nigerian culture has to offer."

Katrina Otero, a freshman in SIS said she thought Nigeria's culture and political system would be interesting to learn more about through an exchange program.

"I think it'd be interesting to study the interactions of the different ethnic groups [in Nigeria]," she said.

The week of Feb. 5 to 9 will be AU students' first opportunity to learn about the collaboration between AU and AAUN.

One of the week's main events is the Nigerian Election Forum on Feb. 7 at 6:30 p.m. Panelists will include Philip Carter from the U.S. Department of State, Johns Hopkins University Professor Peter Lewis and University of Ibadan Professor Rotimi Suberu. Each will offer perspectives on the upcoming Nigerian elections.

Students will get the chance to meet some of the AAUN administration and faculty. Organizers hope this will be the beginning of many future intellectual exchanges between the two universities.

Pastor said he hopes AAUN will inspire other universities in the area to better education standards and that both universities can improve their delivery of knowledge by learning from each other.

"AU should be proud in taking the initiative to help establish an American-style university in Africa, a continent that is poor," Pastor said.

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American University

GIFT/PAYMENT PROCESSING FORM

PAYMENT ☐ GIFT ☒

Name: ANONYMOUS

Benefactor ID: 0005450

Credit Date: 9/30/99

Amount: 25,000

Pay Method: Cash Check Credit Card Stock GIK Wire-Transfer

Check #: 303

Campaign/Event: 00

Designation: 18190

~~Matching Gift Form: Y~~

~~Soft Credit~~:

Notes: Leslie Weber's Notes state we should not use ANONYMOUS flag. This was also the directive from Triple Nutation. Usually when Datatel says do not, it means it does not work. I think we should check with Chris Dayham or Datatel Central

Backup Copies:

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JENNIFER E. DOUGLAS - ABUBAKAR
1031 GRAND OAK WAY
ROCKVILLE, MD 20852

15-3 / 540 14008
24776946

303

DATE 9/30/99

PAY TO THE ORDER OF School of International Service $ 25,000.00

Twenty-five Thousand and 00 DOLLARS

RIGGS Riggs Bank N.A. Bethesda Office Bethesda, MD 20814-4819

MEMO Donation - SIS Building Funds

Jennifer Douglas Abubakar

⑆054000030⑆ 24776946⑈ 0303

PAU026516

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AMERICAN UNIVERSITY
WASHINGTON, DC

OFFICE OF THE DEAN

OCT 08 1999

October 1, 1999

Jennifer Douglas-Abubaker
1031 Grand Oak Way
Rockville, MD 20852

Dear Jennifer:

I am writing to express my appreciation for the generous gift you and your husband, His Excellency Atiku Abubaker, made to the building fund of the School of International Service. I know that, as an alumna of our School, you are keenly aware of the need to improve our facilities and on behalf of the School I wish to express my sincere thanks for this gift.

I am also most appreciative of your efforts to facilitate cooperation between the School of International Service and educational institutions in Nigeria. I am working with colleagues here at the University to develop ideas for such collaboration and I look forward to discussing them with you.

Finally, unless you advise me to the contrary, your generous donation will be listed as an anonymous donation in the American University School of International Service record of donations for 1999. Once again, many thanks.

Sincerely,

Louis W. Goodman
Dean, School of International Service

Ben ID - Jennifer Abubaker
000 5450

SIS Building Fund
18190

SCHOOL OF INTERNATIONAL SERVICE
4400 MASSACHUSETTS AVENUE, NW WASHINGTON, DC 20016-8071 202-885-1603 FAX: 202-885-2494

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AMERICAN UNIVERSITY
WASHINGTON, DC

Office of Development
Gift Agreement Approval Form

Gifts of $1 Million and Above

Name of Donor: Jennifer Douglas Abubakar
Amount of Gift: $1,000,000 – Received July 2003
Purpose of Gift: School of International Service Building Fund
Date: September 15, 2003

Albert R. Checcio — Date 9/17/03
Vice President of Development

Gail Short Hanson — Date 9/30/03.
Vice President of Student Services

Mary E. Kennard — Date 9/22/03
Vice President and University Counsel

Cornelius M. Kerwin — Date 9/26/03
Provost

Donald L. Myers — Date 9/17/03
Vice President of Finance & Treasurer

W. Thomas Myers — Date 9-24-03
Vice President of Enrollment Services

Robert A. Pastor — Date
Vice President of International Affairs

OFFICE OF DEVELOPMENT
4400 MASSACHUSETTS AVENUE, NW WASHINGTON, DC 20016-8143 202-885-5900 FAX: 202-895-4998

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AMERICAN UNIVERSITY
WASHINGTON, DC.

GIFT AGREEMENT

JENNIFER DOUGLAS ABUBAKAR

Jennifer Douglas Abubakar, ("Donor"), 9731 Sorrel Avenue, Potomac, MD 20854, and American University ("University"), 4400 Massachusetts Avenue, NW, Washington, DC, 20016, have entered into this gift agreement on 11/21/03, 2003.

A. The Donor wishes to assist the University in defraying the capital costs associated with construction of a new facility for the School of International Service.

B. To support the University's efforts, the Donor has made a gift of One Million Dollars ($1,000,000) to the University, which was received on July 9, 2003.

C. In recognition of this gift, the parties agree that the Donor will be given a naming opportunity within the new School of International Service facility.

D. The Board of Trustees will apply funds to purposes nearest the Donor's intent should a change of policy or program prohibit implementation of the original purpose of the gift.

NOW INTENDING to be legally bound, the Donor and the University have executed this Agreement on the date first written above.

Jennifer Douglas Abubakar
JENNIFER DOUGLAS ABUBAKAR
Donor

Benjamin Ladner
BENJAMIN LADNER
University President

PAU026519

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September 14, 2006

The President,
Abti-American University of Nigeria,
Yola,
Adamawa State,

Dear Sir,

SPECIAL AUDIT REPORT ON INVESTIGATION OF FINANCIAL IMPROPRIETARY IN THE ACCOUNTS OF THE UNIVERSITY.

Reference to our engagement to review the Accounts and Accounting System with special emphasis on the following areas:

1. Astronomical rise on the amount spent on diesel in the month of June and July 2006,
2. Inflated cost of printing works outsourced,
3. Justification for N2Million spent on repatriating expatriates,
4. Theft of N300,000 in the petty cash office,
5. Various alleged gratifications demanded and obtained by the Bursar on several transactions,
6. Review of Accounting and Internal Control Systems,
7. Other areas covered include; insurance premium payments, Bursar's suspension and related matters.

Permanent Subcommittee on Investigations
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INTRODUCTION AND OVERVIEW

In achieving these tasks several methods were used, amongst it were; administering of standard questionnaires, interview all personnel in-charge, physical verification of documents, re-computation and checking of source documents.

Our review of the diesel purchases and consumption showed over **100,000ltrs** of diesel valuing over **N11million** were unaccounted for, printing works outsourced reveals that some of the contracts when compared to that obtained elsewhere were inflated with over **N3million; N2million** spent on repatriating expatriate could not be fully justified.

On the theft of cash of about **N360,000,** even though the management might not able to prevent it, we observed that adequate precaution was not put in place to make it difficult for the perpetrators to carry out the act without being caught .

A review of the Accounting and Internal Control system reveals that what we have on ground is deficient and could not support the operation of the University, hence the inability to prepare a Financial Statement for the University.

Our review did not cover all the financial activities of the University due to the deadline in reporting on the specific areas stated above this could be done if the management wishes us to do so at any time in future.
List of Schedule and Appendixes referred to therein could be found in page 26.

Below are the details of our observations:

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1. DIESEL PURCHASES AND CONSUMPTION:

Background Information: A review of purchases of diesel from May 2005 to July 2006 was carried out to ascertain the general trend in quantity purchased, average price and value (see **Appendix I-A**). The review was also carried out to determine who the suppliers of these fuels were and the method of payments (crossed or opened cheque), see **Appendix I-B**. A further analysis of the consumption of diesel per location/facility was also carried, see **Appendix 2**. We also conducted interviews with the heads of various units involved in the purchasing and distribution of diesel (PPDU, Purchasing Dept and Finance). We concluded by reviewing the security personnel's record and report on their receipt of diesel as supplied by the fuel dispensers to their location for accuracy and completeness.

Below are our observations:

I. There was a sudden rise in purchase of diesel fuel in February, April, May, June and July 2006 as shown in **Appendix I-A**

II. There was a continuous increase in average price of diesel from January to July against the normal principle of purchasing at lower price on higher volume/quantity. Explanation for this was sought from the Vice President (Finance & Admin.) and Purchasing Manager, **Appendix III** are their respective responses.

III. We also observed that N57,516,462 which represent 96% of the value of diesel purchased from May 2005 to July is from a single supplier **S. B. JAURO** (an affiliate of CONOIL, a major marketer) with an average price higher than other suppliers. Explanation of VP (F&A) and the purchasing Manager could be found on **Appendix III**.

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IV. We observed that of the N57,516,462 paid to S.B. Jauro's CONOIL, only N10,137,940 cheques were paid directly to S.B. Jauro while **the balance of N47,378,522** were opened cheques paid to an Ahmed Abubakar and Hammid Diko. We considered this not to be a good practice and requested for explanation from the VP (F&A) whose justification is in **Appendix III**. We consider the explanation given by the VP (F&A) as half-truth as it is impossible for the Jauro to be out of town from **October 25, 2005 to July 31, 2006** while he was in town within the period of **May 6, 2005 to October 13, 2005**.

V. We observed that the price of CONOIL, a major marketer, is higher than that the independent marketers and requested why the price of a major marketer (CONOIL) is higher than that of an Independent (A.A. ABBA). The response of the VP (F&A) can be found in **Appendix III**. We reviewed this response but were not convinced as this did not address the question asked.

VI. We also observed that the diesel purchased by the Purchasing Manager occasionally has an average price that is also higher than those bought from CONOIL and requested from the VP (F&A) why this was so. His response could be found in **Appendix III**. However, when the Purchasing Manager was interviewed, he confirmed in most cases it is the Bursar that was responsible for the negotiation and purchasing of diesel.

VII. We observed that the trend of volume diesel purchased and used in June and July did not conform to expectation since the University was on break; we requested for the information on occupancy of houses where diesel was being used. The Director of PPDU directed us to the Relocation Officer who said she had no information on that. We

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reported this VP (F&A) and who did not only confirm the non-availability but also queried the use of the information. This we considered not helpful to the cause of the Investigation. However, some information provided by the Director of PPDU provide some insight that diesel was issued to some of the locations even when there were no occupants in such locations. An example of this was Management Houses 1-5, which were said to be vacant from June 22 and 1st week of July, but the same volume of diesel of 11,060 liters were used in June and July 2006 respectively. Also the President's House was said to be vacant from May 30 to July 11, 2006 and from July 22 to August 9, 2006 but 5,054 liters of diesel was said to be delivered there. Also Girei House was said to be vacant from the 1st week of June 2006 to July 3, 2006 but 3,808 liters of diesel also was issued to this facility in June. See **Appendix II** for this analysis.

VIII. In reviewing the security personnel's records of fuel received, we observed that of the entire diesel issued by the fuel dispenser from December 2005 to July 2006, **a total 130,393 liters of diesel was not acknowledged as received by the security personnel at such locations.** See **Appendix IV** for the analysis of this.

IX. **11,181** liters of diesel was issued by the diesel dispenser on 12th and 14th July, 2006 vide "Diesel Requisition Form" No. 23 &294 was not approved by the Director of PPDU.(**Appendix V**)

X. We were also informed by those approving fuel for consumption (Director PPDU and the Purchasing Manager) and also confirmed by the fuel dispenser that approval for fuel issued to generators was done after the dispenser had fully distributed the fuel for consumption and when they were ready to make another purchase.

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XI. We also understood that the fuel dispenser (Mohammed Saliu) is a related person to the Bursar (Mamuda Salisu) even though the names are slightly different they have the **same permanent address** and other identifying common characteristics on their CV.

Consequences of Observations

I. The consequence of having 96% of purchases from a single supplier is the possibility of price increase which is obvious in our observation No 2. above

II. Making cheques payable to person other than the supplier is not a good business practice, as:

a) These payments could be denied by the recipient; and since the cheques are not payable to the supplier, the organization could be asked to make the repayments

b) The approach of payment could also be used as an avenue for arbitrary inflation of fuel price by those concerned so that price difference could be diverted before the remittance of the balance to the supplier,

c) This method also leaves room for diverting money for a fictitious supply of diesel fuel as observed above

III. A comparison of average price of an independent marketer in Yola (A.A.ABBA) and that of CONOIL (specifically when payment were made to Ahmed Abubakar) showed an average price differential of N1.86k (i.e. CONOIL, N87.86; A.A. ABBA, N86.00k) if multiplied by the quantity bought from CONOIL (Abubakar Ahmed) that is, 476,729 liters, amounted to N886,715.94k inflated value and loss to the University

IV. The effect of both the Relocation Officer's and the VP (F&A)'s inability to provide information on occupancy of facility is that we were prevented from carrying out analysis with the view of knowing the reason why fuel was issued to those places notwithstanding the University being on break,

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V. The effect of 130,393 liters of diesel being unaccounted for in the security personnel's records amounted to **N11,569,170.77** (130,993 X N88.319k) loss to the University as all the money for the supplies had been paid to the supplier.

VI. The implication of approving after usage of fuel does not actually confer on them the responsibility, hence signing seems to be for a formality purpose only.

VII. Going by the reported relationship between the Bursar (Mamuda Salisu) and the diesel dispenser (Mohammed Saliu) which could further be verified using covert means, there seems to be a collaboration based on nepotism in perfecting what from all intents and purposes fraudulent practices in the purchase and distribution of diesel fuels.

Possible Causes of Rise in Purchase of Diesel:

I. One of causes of the sudden and continuous rise in purchases and consumption of diesel (as identified in our observation VIII above), was that either the fuel was not purchased or when purchased it was being diverted to other locations. This is shown in the overall volume of diesel issued but not accounted for in the records of the security personnel in residential locations.

II. There was no good internal control system such as internal audit inspection when taking delivery of fuel from suppliers and also reconciling of the records kept by the security personnel such to confirm that fuel issued to locations was actually received at the location,

III. There was no enough price survey from marketers with the view of getting the best deal instead of buying from a single supplier at a higher price,

IV. The possible reason of the continuous issuing of open cheques in the names of persons other than the supplier, considering the fact that the prices charged by

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this supplier were always higher, was for scheming off the price differential before the balance is handed over to the supplier.

V. If the inability of the Relocation Officer supported by the VP (Finance & Admin.) in providing information pertaining to occupancy of facilities was based on good faith it amounts to dereliction of duties. However, if there were records of this information but such records were deliberately kept from us, it is an attempt to frustrate the Audit exercise.

VI. As for the non-delivery of diesel as issued out to the dispenser stated earlier, this is due to the fact that nobody checks to ensure that what was issued was actually delivered.

VII. Who controls the purchase and issue for distribution of fuel are not well defined hence, there is nothing to use to check compliance.

Recommendation

I. The incumbent fuel dispenser (Mohammed Saliu) should be requested to explain the reason of the several cases of discrepancy between the issue and delivery of diesel fuels to the various locations identified.

II. Management should endeavor to buy directly from the NNPC mega station if possible. However, if this is not possible, there must be adequate price surveys to be fully documented, in order for the university to ensure that it gets value for the huge resources spent on the purchase of diesel fuels.

III. There must be an independent inspection of fuel for quantity and quality preferably by the Internal Auditor before delivery is made to the storage tanks.

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IV. Approval for the request of distribution and usage of diesel should come from those who manage the generators (PPDU) in principle and in practice, even though this could still be further authorized by the Stock/Store Controller.

V. A good accounting recording system must be ensured at the facility location; it is also advisable that a copy of store issue note, acknowledged by the security personnel, is kept in each location on the fuel supplied,

VI. There is need to educate the security personnel about the system of control and its objectives so as to reduce the possibilities of collusion,

VII. There must be a periodic check, review and reconciliation of the records maintained by the security personnel and those kept by the fuel store keeper.

VIII. Consequences of non-compliance must be spelt out to all staff.

Conclusion

From the foregoing, it is apparent that adequate internal control was not put in place to minimize observable internal weaknesses; hence we advise that management should review the above recommendation with the view of implementing them as quickly as possible

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2. REVIEW OF FINANCE STAFF PAYROLL

Background information: The objective of the review was to ensure that the salaries paid to the institution's employees is consistent with what is stated on the letter of appointment of the employees, and that any increment thereafter followed the prescribed policies of the University. We requested for the personal file of all staff in the finance department from the Human Resource department and compared it with the payroll prepared by the finance department.

Observations:

I. There was an increase in the monthly salary of the Bursar by N27, 000 for the period of June and July 2006; that is, from N[redacted] to N[redacted] without having any authorization on the personal file. We requested from the VP (F&A) of the reason for this, we attached hereby his response in Appendix III. We also observed from the correspondence we had with the VP (F&A) that this increase was done without the knowledge of the President. See **Appendix VI**

II. We requested for the notification letter as well as copy of statements of result sent by the Bursar to the University for his New Qualification as explained by the VP (F&A), but this could not be produced by the management, hence we doubt the authenticity of this claim. A photocopy of the result slip (**Appendix VII**) was later sent to us after we had finished the field work; however, we have not been able to carry out physical inspection of this.

III. We observed that the salary of one [redacted] was doubled from [redacted] to N[redacted] one month after her employment without additional qualifications. She was initially employed as a clerical assistant with the University Implementation Committee with a salary of N[redacted], which

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she was paid to her till June 2005. She was re-appointed by the University as a clerk in July 2005 with a monthly salary of N[redacted] this salary was increased to N[redacted] by the August and a new letter of appointment raising her status to office assistant was issued to her. We requested for an explanation of this from VP (F&A); his explanation could be found in the attached **Appendix III**

IV. On a closer look at the HR list of staff, we observed that some staff who are graduates and employed as office assistants and being paid N[redacted] while other non-graduates like Ogbu Anthonia Ifeoma earn N[redacted] per month. See **Appendix VIII**.

Consequences of the Observations

I. Authority for approval of the increase in Senior officers' salaries by the VP (F&A) singularly is highly questionable. The VP explained that it was the performance of the Bursar that actually made himself and the President to increase his salary, but this is not consistent with the evidence on ground (deficient internal control) and inability to produce financial statements when requested.

II. The VP (F&A) also explained that it was the performance of Anthonia Ogbu that actually made the management to increase her salary. We considered this as questionable as one month is clearly too short to have an objective appraisal of an employee's performance. This is particularly disconcerting as other employees do complain that they had higher qualifications but were offered lower positions and salaries.

III. We hold that rewarding employees with lower qualification more than those with higher qualification seems contradictory to what the University stands for in knowledge advancement and the principles of fairness and equity.

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Possible Causes of Lapses:

I. There seems not to be policies/standards on grounds that specify how things are done. This is why the VP (F&A) could unilaterally give a senior officer a salary increase. The same reason seems apply to other observations.

Recommendations:

I. There is need to put in place a policy statement regarding the methods of hiring, rewarding, as well as termination of employees. What we saw on the ground presently is a rule of individuals as against rule of policies, which does not amount to a system.

II. The VP (F&A) should be made to explain why increase in salary could be done unilaterally by himself without any approval of the management or the Board, and without properly documented additional qualifications.

III. We would also advise the harmonization of the salary of personnel vis-à-vis their qualifications and experience so that as an institution of higher learning, AAUN is not seen as rewarding staff with lower qualifications and experience at the expense of those with higher qualifications and experience.

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3. Payments on Insurance Premium

A review of payment to Insurance Companies was done to determine if amount paid out as premium are reasonable, correct and accurate. We demanded to have Assets register of the University which was given. We demanded to know the basis of valuation as we were told that they were bought outside the University bank accounts.

Below are our observations:

I. We observed that the valuation was done alone by the Bursar without any input from the PPDU who are actually the managers of the facilities and assets insured.

II. That the arrangement and negotiation with the insurer is exclusively done by the Bursar.

III. We also observed that the valuation of the assets were selectively done as not all assets were included in this valuation

IV. We also discovered that the only reason for the valuation was for insuring the property hence the premium paid to the insurer logically becomes suspicious.

Consequences of the Observations:

I. Allowing the Bursar to single-handedly determine the valuation of assets without input from the PPDU is rather an unprofessional act and raises suspicion about the motive of the whole exercise of insuring the property as explained by the VP(F&A). See **Appendix IX**. The Bursar lacks the capability and technical know-how to determine the cost of buildings, for example.

II. Another implication is that most of the property might have been over/under valued; so also is the premium.

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III. Another implication of the Bursar singularly carrying out the valuation relates to the issue of claim settlement. The Bursar would not be able to negotiate what actual claims should be, as the insurance company would always likely invoke clauses that could effectively void the contract because of the shortcoming of not involving technically competent persons with the relevant background and expertise. A classical example of this is the claim request on the repair of items stolen from generator at the staff quarters behind Federal Secretariat, Jimeta, which cost the university a sum of N1, 080,000. The insurance firm only offered to pay N500, 000 despite the property being fully insured.

IV. We also considered the selective valuation of assets as explained by the VP (F&A) as not the best of all options, as there is no way the financial statement could be prepared without the full valuation of the assets.

Possible Causes of Observed Lapses:

From the above it seems that the VP (F&A) and the Bursar did not know the basis of Insurance contract, of **FIDELITY** which the insurance companies will invoke when it is time for litigation.

Recommendation

I. We would advise that the University stops further payment of Insurance premium on all the assets pending the determination of the proper value of the assets.

II. We would advise that the University carry out assets verification exercise and properly value all its assets by competent Estate Valuers and Actuarial Consultants in conjunction with the PPDU to determine not only the value of the assets but also the premium charged by the Insurance Companies to determine their accuracy and reasonableness,

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4. PAYMENT TO COURIER SERVICES

Background Information:

A review of payments on this account was carried out to determine the purpose of payments and the relevance of such payments to the University's business.

Below is our observation:

I. We observed that a particular payment on June 30, 2006 was effected amounting to N1, 947,814. Out of this a total amount N1, 826,480 was for transporting the personal effects of some employees who resigned their employments. These are:-

Name	Destination	Amount
[redacted]	Senegal	423,020
[redacted]	USA	1,423,460

The VP (F&A) explained that the staff above was entitled to $4,500 each, and that the University is making efforts to get the refund of excess expenditure back from them.

Consequences

The possible consequence of this is that this amount might likely be irrecoverable as these individuals have left the services of the University and traveled back to their countries of abode.

Possible Causes of Lapses

As explained by the VP (F&A), there is no central coordinating unit in the University that handles this kind of assignment. Therefore, every staff of the University who has anything to send would just call on the courier company to come and pick their things up and transport such things. The University pays

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when the bills are brought. This explanation casts doubts about the relevance of Logistic Unit in the University.

Recommendations:

I. There is need for clear definition of the role and responsibility of Logistics Department.

II. The management needs to explain how the over payment to the courier service is going to be recovered and the effort made so far to this extent.

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5. PRINTING WORKS OUTSOURCED

Background Information:

We observed that print works were outsourced to companies other than Abti Printing Press, a subsidiary of the AAUN and reviewed the circumstances surrounding it. We requested for information from the VP (F&A) who explained that the reason for outsourcing some of the jobs are: poor quality, untimely response, and high prices. We also had a discussion with the MD of the Abti Press who clarified to us on some of these reasons.

Below are our findings:

I. The assertion about low quality is not correct as the quality of some of the works actually outsourced were below that of the Abti Press.

II. There was no evidence from the University to show that the Press has not been responding timely on their request as we requested for any evidence, if there is, but they could not define what is meant by timely response.

III. The explanation given that the prices charged were on the high side is also not correct as we found out that the prices at which the jobs were given out were more than 100% higher than what was quoted by Abti Press for the same jobs. See **Appendix X**.

IV. The outsourced print works were not competitively awarded.

V. The VP (F&A) denied that Abti Press is a subsidiary of the University.

VI. Based on the correspondence and interview we had with all the parties involved in the outsourced print works, what we can infer is that there was a collaborative efforts to ensure that Abti Press was not given the print works since most of the reasons given are vague and unsubstantiated.

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VII. We also observed that the reason given by the VP (F&A) that the Founder told them to get a best deal in negotiating for procurements of goods and services irrespective of his (Founder's) interests with the supplier as inconsistent with the procurement of diesel from Jauro (CONOIL).

Observed Lapses and Their Consequences

The sum **N3,379,050** is found to be excess charges incurred solely because of the practice of outsourcing printing jobs. We could not review the whole of the printing works outsourced as some of the documents for this expenditure were not provided to us for analysis.

Possible Causes

We attribute the reasons for not giving all printing jobs to the Abti Press, contrary to the claims of the VP (F&A), to possible benefits that accrue to those responsible for outsourcing such printing jobs.

Recommendations

I. We suggest that the N3,379,050 excess charged on the printing works outsourced be accounted for by all those concerned in the negotiation and approval for the works. The unsubstantiated reason of "**untimely response**" could not justify the huge loss to the University.

II. We would advise that in the awards of all printing jobs, Abti Press should be considered first; such jobs should be outsourced only if it is clear that the Press does not or could not handle such works. This would allow the synergies of the Press and the University to be translated to reality.

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6. CASH THEFT OF OVER N360,000

Background Information:

We were conducted round the environment where the theft occurred; we also interviewed and obtained explanations from relevant personnel and requested for pictures of some of the scenes.

Below are observations:

I. The location of the cash office is too remote from the administrative block as well as from security surveillance,

II. Adequate security in the form of strong cash vaults were not put in place for an imprest level of N600,000. Instead, a small cash box that could easily be forced opened was provided.

III. The way the cabinet wherein the cash box was kept was forced opened suggested that there was no security personnel around that location when the incident happened as the loud noise of forcing open such an iron cabinet ought to attract the attention of any nearby security personnel, had one been posted around the premises. See **Appendix XII A-E**.

Recommendations

I. We would advise that the cash office be relocated to the main administrative block.

II. A stronger and much secure cash box should be provided (already provided after the incident) where cash and other security documents are to be kept.

III. The security personnel need to step up their vigilance on critical facilities and locations.

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7. BURSAR'S SUSPENSION

Background Information:

A review of the suspension order on the bursar was done with the view to determine if this was actually effected, to ensure that the investigation is carried out hitch-free.

Below are our observations:

I. We observed that there was no letter/memo written and issued to the effect of suspending the bursar as directed by the Founder,

II. We observed that the VP(F&A) declined to notify the banks and other relevant parties of the suspension even as the Bursar is a signatory to the accounts of the university. This continued to make him have access to the transactions of the University during his suspension.

Consequences of the Lapses in not Suspending the Bursar

The implication of not issuing formal letter of suspension to the bursar is that he could, till date, legitimately transact business on behalf of the University and any of such transactions is binding on the University.

Recommendations:

I. The VP(F&A) should explain why a formal letter was not given to official notify the bursar of his suspension pending investigations of allegations leveled at him, and also notifying the university community and those the university deals with through the bursar on such suspension.

II. We would also suggest that the University should establish a system of dealing with suspension of and other disciplinary measures on employees that will ensure that during their suspension they are not allowed to transact or have access to the transactions of the University.

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8. INTERNAL CONTROL AND ACCOUNTING SYSTEMS

Background Information:

Internal Control and Accounting Systems are two essential factors for effective and efficient management of any establishment. No organization can survive for a long time without these. A review of the Internal Control and Accounting system of the University was carried out. Several methods were used to confirm our understanding of the system, amongst which were: administering questionnaires, interviewing all the relevant unit heads, and observation and inspection of daily activities. The following are our observations:

Observations:

I. There is no good accounting and Internal Control systems that would allow complete and accurate reporting of the financial transactions of the University,

II. For the inability to prepare a financial statement for the University, the reasons given by the VP (F&A) that he has no access to or visibility of all of the University's funds, and lack of Accounting software are not valid enough to prevent him from preparing financial statements as and when needed.

III. One of the serious shortcomings in reporting the university's finances is the fact that here have been no standardized pre-numbered student bills, hence the accuracy of student fees recorded could not be ascertained.

IV. The university has no explicit policy and procedures on the minimum amount payable as well as payment plans for tuition by students before formal admission into the University. With this situation, the University could admit students who could proceed to receive lectures without paying the necessary fees and other obligations undetected for a longtime.

V. There is no explicit policy and procedures for making of refunds to students, with everybody (student, parents, accounts etc) not knowing ahead what will be refunded to a student if such a student elects to withdraw before the end of the

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semester/session. This could seriously compromise the integrity of the accounting system of the University.

VI. There is no clearly established system of accounting for revenue and expenditure, i.e. cash or accrual accounting systems. The consequences of this are that revenue and expenditure could easily be understated/overstated, and thus the accuracy and reliability of the financial reports will be compromised.

VII. The lapses and irregularities so far seen are the result of lack internal control and accounting system manual.

VIII. There is no prepayment audit of transactions, for example in diesel purchase, payroll, etc. The effect of this is that there will not be an independent confirmation of the authenticity of the transactions, including price, quantity and quality. Example of this is the purchase of diesel that is exclusively done by the purchasing officer and the bursar.

IX. The University has no organization chart that could help in reviewing the role, responsibilities and accountability of all components units.

X. We observed that too many units report to the VP (F&A) such as Purchasing, PPDU, HR, Finance, Logistics, Audit, etc. This seems not to be a good system, as independence, objectivity as well as checks and balances are being compromised.

XI. There are no established policies and procedures for the procurement of goods and services in the University as what is obtainable is what the VP (F&A) and the bursar deem fit. The irregularities above are partly as a result of this deficiency.

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Causes of Observed Deficiencies

I. One of the possible causes of the above deficiency is the inexperience of the finance personnel.

II. The reasons given by the VP (F&A) for some of the lapses we observed such as he did not have visibility of all the funds spent by AAUN and unavailability of accounting software are not tenable. With or without these two a financial statement could be prepared. We disagree with these reasons because he is the same person who instructed the bursar to value assets for insurance purposes; he could as well give similar instructions for preparation of financial statements.

Recommendations

I. There is urgent need to overhaul the accounting system of the university with the view of remedying/minimizing all deficiencies noted above.

II. There is need to operationalize and internalize the management's philosophy and operating style such as **zero tolerance to corrupt practices** through the setting up of effective internal controls systems.

III. There must be an organizational structure for the University as a whole as well as all the component units.

IV. There is need for the establishment of Internal Audit and Control Department that is well equipped with respect to skills, responsibility and authority.

V. There is need to constitute an Audit Committee of the Board of Trustees, if one is not available within the Board.

VI. The Internal Audit Dept should operate under the office of the President and report to the Audit Committee of the Board of Trustees.

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INTERNAL AUDIT DEPARTMENT

A review of the internal audit department specifically and particularly was carried out to ascertain the following:

I. The charter and the scope of work assigned to the department,
II. How effective is the department in achieving its objectives,
III. The independence of the department in exercising the oversight function expected of it,
IV. The capability of the personnel in carrying out the tasks.

Observations:

I. The scope and role of the internal audit department were not well defined by management,

II. Some critical aspects of the internal audit function (prepayment audit) were removed by the VP (F&A).

III. The department as it functions presently is not effective as it is placed under the VP (F&A) and indirectly under the bursar (two officers on whom the audit department is supposed to primarily exercise checks). Based on discussions we had with the internal auditor, he revealed that he has even being assigned other roles by the VP (F&A) to supervise the accounts of other units (Cyber Cafe, Club, etc.). This clearly superseded his auditing functions.

IV. It emerges that the audit department lacks the capability, experience, personnel and the clout that is needed in carrying out effective audit of the University,

Consequences of Observed Lapses

1. The improper definition of the Internal Audit Charter (role, responsibility, scope, and authority) by the management of the university has left the department at the mercy of the principal persons they should have the primary responsibility of checking.

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II. The inability of the Internal Audit to carry out pre-payment audit has created room for unauthorized payments such as the salary increase of the Bursar,

III. Putting the Internal Audit department under the auspices of persons other than the President and the Audit Committee of the Board would definitely compromise its independence, integrity and effective function.

IV. With the caliber of people in the internal audit department, who are clearly without sufficient skills and experience, it is obvious that the audit department in its present form has no chance to become effective.

Recommendations

I. We would advise the University to engage competent and experienced personnel to the audit department, which should be headed by a **Qualified Accountant** who should have the status and nomenclature not less than that of a Director,

II. The Internal Audit Charter should be properly articulated by the university.

III. The audit department should operate under the office of the President and report to the Audit Committee of the Board of Trustees.

We thank the University for giving us the opportunity to serve it; we are always available to discuss any part of this report that could need further explanations, and hope that the suggestions we have given will be reviewed by the university's management with a view of adapting and implementing them.

Once again, we appreciate the opportunity given us to serve the university and hope to continuously offer our value-for-money services in the future.

Yours Faithfully,

Tom Satimehin
For: TOM SATIMEHIN AND CO.

Cc: Dr. Ajuji Ahmed
Office of the Founder

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MEMORANDUM
October 23, 2006

To: Dr. Ajuji Ahmad, Secretary of the Board
Dr. David Huwiler

c.c. Dr. Neil Kerwin, Ivy Broder, Don Myers, Nana An, Patrick Ukata

From: Robert Pastor

Subject: Results of the Board of Trustees Meeting, October 19-20, 2006 and Follow-Up

To be frank, I approached this last Board meeting with considerable trepidation, but the Board meeting could not have concluded with more promising results. We resolved all the main issues, made key decisions in many areas, and helped the Board to a much higher level of governance and institutionalization. We were, of course, fortunate to have the Vice President at the meeting for critical discussions.

There were two major problems that faced us on the eve of the Board meeting. The first was the "Salisu" issue, which had siphoned off scarce time and left key relationships in a precarious state. The second was the budget, which was not in a state that it could be approved by the Board. In the two days prior to the meeting, we were able to bring closure to the Salisu case, albeit not without considerable stress, and the Founder subsequently agreed to specific procedures, including clearly designated Committees, that would address two sets of issues that had, in part, given rise to the problem: (1) serious charges against staff and faculty; and (2) rumors or reports about developments in the university. It is true that the By-Laws declare the need for reviews of such issues, but we need something much more specific, describing specific Committees and procedures that would be implemented to judge serious charges and to prevent rumors from becoming problems. David might want to do a draft of such a memorandum, which should be submitted to the Founder and the Board.

Prior to the meeting, we made very limited progress on the budget issue, but fortunately, two Board members, Jackie Chanrai and Peter Okocha, did an absolutely superb job in negotiating with George Peterson to achieve a genuine breakthrough.

Indeed, as I step back, I believe this was an extraordinarily productive meeting. Let me identify the conclusions of the meeting, but invite David, Ajuji, and Patrick's reaction to ensure that my report coincides with your recollections and to add anything important that I may have inadvertently omitted. Given the number of decisions made by the Board, I thought it would be important not to wait for formal minutes to be drafted. This memo could help in assembling the minutes, but it not intended to replace them.

1. Secretary and Audit. The Board unanimously agreed to appoint Dr. Ajuji Ahmad to be Secretary to the Board. In that capacity, Dr. Ahmad could continue to get assistance from Tayo Jegede, should he so request, but he will become the main channel to the

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Board. Perhaps, one of the first tasks is to review recommendations from the Administration for a major external audit and submit the options to the Board to decide and hire the auditor.

2. Budget. For the first time, the Board did a systematic examination of the budget, revised it in significant ways, and formally approved it, subject to several conditions. This is the most important issue, and so let me set out in some detail the nature of the challenge that we faced, the decisions that were made, the follow-up required by Board decisions, and additional steps that should be considered to make sure that the Board fulfills its role in the future.

a. The Challenge. The essence of the challenge was to reduce the budget to the minimal needed to operate the University through May 31st and, from a governance standpoint, to find a way to insert the Board as the primary institution for approving the budget between the University administration and the Founder. Up until this Board meeting, the Chief Financial Officer (CFO) of the University would seek funding from the Founder on a month-by-month basis and also on special cases. At the same time, the Project Manager would work directly with the Founder on the major capital projects. Lately, this relationship had become dysfunctional both because of the strains that occurred because of a specific affair and because of the diminished capacity of the Founder to fund the institution at the same level as before. Given the political situation, that is unlikely to change before May 31st. In the April Board meeting, the Board denied its approval of the budget and instead instructed the President and CFO to work with an ad hoc group of the Board to present a package to the Executive Committee to approve the budget. With some good work, there was an Executive Committee meeting in September, but it was decided that the budget was still not ready for approval and that the Board meeting should do that.

b. The Decisions. The Board consulted with the Founder and decided that the budget for the period from now until May 31st would be the following, pending a description of the details on the first three items – capital, Banner, operating – described below. The details should be sent to Chanrai, Okoche, and the Board within a week, but preferably by the beginning of the week, i.e., October 24 or 25th:

(1) The Capital Budget would be $3.6 million and would include the funds needed to complete the Arts and Sciences building by the end of the year.

(2) The first phase and Finance Module of the Banner program at a price of $250,000. It is understood that the entire package is expected to cost $1.3 million.

(3) An operating budget of 33 million Naira a month.

(4) Contractual obligations to AU.

c. Follow-Up. For the process to work, any budget adjustments that Administration needs to make before May 31st should be submitted to an ad hoc group of the Executive Committee – Jackie Chanrai, Peter Okocha, and Robert Pastor – who would then be in touch with Dr. Ajuji Ahmad. There should be no further contacts directly on these issues with the Founder during this period. Secondly, the CFO needs to submit the detailed explanation of the expenditures for this period to the Board soon. Third, the CFO needs to submit a detailed cost structure and proposal from Banner.

d. Future Budget Process. The next fiscal year budget should be based on three scenarios and should be considered in outline, if not full, form at the next Board meeting:

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(1) if the Vice President wins a free election; (2) if the Vice President loses a free election; and (3) if the election is not credible or if there is an interruption in the civil process. In subsequent years, the process for approval of the budget is for the President to submit a budget to the Executive Committee of the Board up to one month before the Spring board meeting and to respond to questions from the Board at the meeting. A proposed budget would then be recommended to the Founder and after his review and modifications would then be approved or rejected by the Board.

3. Tuition. The Board decided to raise tuition for the next academic year, beginning September 2007, by 10% - to $7,200.

4. Quorum. There was great concern that the Board would not have a quorum at this meeting because numerous international and Nigerian members could not attend. The problem was resolved by having one of the Nigerians give approval to the Chair for his proxy. To reduce the chance of this happening again the Board approved a change in the by-laws definition of the quorum from 50% plus one to 25%.

5. Board Members. The Board approved Robert S. McNamara as a member of the Board and thanked him for his active participation. He conducted a press conference at the end of the Board meeting, and it was clear to all that his membership was, in the words of Mohammadou Kah, "huge in demonstrating the international reputation of the University." McNamara was also filmed opening the new "MacArthur IT Center at ABTI," the result of their recent grant. The Board reviewed the names of the previous candidates and decided to encourage Kekere Akun and Andrew Young to contact and invite the three South African candidates: Marvin King; Cyril Ramaphosa; and Desmond Tutu. James Wolfensohn agreed to try to attend the next Board meeting.

The Board then considered new candidates, and while the consensus was that few would join, it would be desirable to invite them in order to educate them to ABTI. The Chair then signed letters for Dr. Pastor to send to them, and agreed on his next visit to Washington to meet with them. Dr. Pastor promised to arrange that. The candidates receiving the letters are: Susan Berresford, President of the Ford Foundation; Jonathan Fanton, President of the MacArthur Foundation; Sheila Johnson, owner of the Washington Mystics; Dr. Beverly Tatum, President of Spelman College; Marian Wright Edelman, founder and president of the Children's Defense Fund; Hakeem A. Olajuwon, Nigerian former NBA basketball player; Dr. Jeffrey Sachs, Director of the Earth Institute of Columbia University; and Princeton Lyman, former U.S. Ambassador to Nigeria. In addition, the Board agreed to invite Patrick Utomi, Dean of the Lagos Business School, to the Board, and Dr. Huwiler should prepare that letter for the Chair.

6. **Tuition Remission Plan.** The Board approved the Tuition Remission Plan proposed by Dr. Huwiler but to limit the number of students covered by the Plan to five for the time being.

7. Volunteers/AU Exchanges/Other Collaboration. The Board proposed that AU and AAUN formalize an agreement to allow AAUN students to go to AU for "Abroad at AU"

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as early as Fall 2007 and for AU Students to be able to come to AAUN next year as well. In response to questions as to the best way to make AAUN's education relevant to local needs, the Board agreed that management should begin to explore "volunteering" opportunities for AAUN students and, after a time, explore whether credit should be given and the "volunteering" could become an internship program. AU also agreed to explore with the Faculty at AU engaged in development the idea of working with AAUN faculty to promote the development of the country and to gain important practical experience. AU will also explore the possibility of having a two-year visiting professorship, as Kinutia Macharia asked if that were possible.

8. **Assessment of Senior Management.** The Board assessed the performance of the senior management and after consultations with the Founder, recommended salary increases for the senior management. (The precise amounts will be in a separate memo.) Dr. Kerwin will follow with a letter. The Board also agreed that "bonuses" would only be given in exceptional cases; it would not be the rule, and the Chair recommended that it be described as "Special Recognition for Exceptional Service."

Procedures. The Board asked for some changes in the way that the assessments would be done and forwarded to the Board. First, the Board asked that the President and Senior Management identify their goals for the coming year and submit those to the Board to be reviewed within a week or two. With the coordination of the Secretary, the Board will review and propose modifications in the goals and return them to the President. In August, the Senior Management should forward their self-assessments (in relation to their goals) to the President together with a list of goals for the next year. The President should evaluate the Vice Presidents and submit those together with his own self-assessment and next year's goals to the Board at least two weeks in advance of the Fall Board meeting.

Comparables. In assessing the senior management in the coming year, the Board requested a report on comparable salaries – both in the United States, in Nigeria, and in comparable American-style universities abroad (e.g. Sharjah, AU Cairo, AU Beirut). Dr. Pastor offered to try to assemble such a report for the Board.

9. Workshops with Local Entrepreneurs. The Founder expressed interest in continuing the very successful program of workshops for local businesses in the new year.

10. Enrollment. No new hostels will begin to be built until at least May 2007, meaning that the enrollment numbers will continue to be constrained by the number of beds for students through January (or September 2008). Nonetheless, AAUN will seek to improve its recruitment strategy in Nigeria to maintain a 25% increase in numbers and continued increase in quality for the new year.

11. Faculty Recruitment. Because of the constraint on budget and enrollment, it was decided to try to freeze hiring on faculty in the new year at roughly a level of about 42. Some flexibility is essential depending on the courses that need to be taught.

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12. ESL. In part because of the constraint on budget and enrollment, the Board decided to defer a decision on ESL and not seek many French-speaking students for the new year.

13. Infrastructure Priorities. Beyond this next year, the priorities for infrastructure construction will be hostels, faculty/staff housing, the library, and recreational facilities.

14. Board Meetings. Recognizing the work needed to prepare for Board meetings and the difficulty of attendance for the members, the Board nonetheless decided that a third Board meeting is essential in these early years to ensure proper governance. The Board decided to hold the next Board meeting in Abuja in the last week in February or the first week in March and the subsequent one on June 1st – after the inauguration of President.

15. Curriculum Development. As AAUN develops its curriculum, AU has agreed to review the curriculum and requirements. Provost Garafalo has agreed to take the lead in assembling the various syllabi and requirements and will send them to Dr. Pastor at AU to coordinate the Deans of both Universities. A possible meeting among the Deans might be scheduled in Washington after AU Deans had an opportunity to review the package. This would also facilitate possible transfer of credits for study abroad in both directions.

*****

Ajuji and David – let me know if you have any corrections or additions to make on this, and then, I think that either Ajuji or I should send it to Chairman Joda and, at least, to Peter Okocha and Jackie Chanrai. Perhaps to all the Board.

In the meantime, I will consult with Neil, and will formulate a follow-up agenda for AU on AAUN issues.

Bob

c.c. Neil Kerwin, Ivy Broder, Don Myers, Nana An, Patrick Ukata

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David Huwiler
<huwiler@[redacted]
11/11/2005 09:01 AM

To Robert Pastor <rpastor@american.edu>
cc
bcc
Subject Re: Newspaper Articles that may be of Interest

Bob,

Thanks for agreeing to bring this up. When I spoke with Atiku, he did indicate a willingness to do fund an endowment--eventually. He asked the amount that would be needed, and at the time I estimated $250 million. He did not challenge that figure.

Actually the calculation is pretty straightforward if you go to the AU ten-year business plan. Using the tuition and enrollment figures in the strategic model (the accelerated model is not realistic, in my opinion), and using a management fee of .5% and a 2% annual return to the endowment (all rather standard practice), $250 million is what it will take to balance the operating budget. This does not take into account gift income, but I am assuming that most gift income will be associated with capital construction projects over the initial ten years. Even for established institutions, generating unrestricted gift income in very difficult. For the kind of university we are trying to create, endowment of $250 million is not terribly large. (Soros has, for example, calculated that CEU needs $550 million to maintain quality programs, and he has contributed that amount to their endowment).

If the $250 million is not possible, we need to talk about which elements in the equation we can change. If the budget will be significantly less than AU projected, the ways to achieve that are few--and all involve reducing the scale of the project. If we are going to stay with the plan to increase to 4,800 over ten years, there is no simple way to reduce the operating cost significantly. The largest costs are, of course, instructional costs.

The only other option that I can think of is to go to an essentially Nigerian faculty, but based upon our experience thus far, that would make this a very different institution. It would also mean that we would have to charge less in tuition and market to a different student pool.

There is less student price sensitivity that I had feared there would be, and tuition increases are possible. However, my calculation assumes that by the end of the decade students will be paying nearly $15,000 a year in tuition. That is a very aggressive rate of increase, and I don't believe that significantly higher tuition is realistic. (This does not take into account financial aid/discount rate).

We can operate--after a fashion--indefinitely with the month-to-month financing model. However, we will not be accredited unless we can demonstrate long-term financial viability. A promise from Atiku to meet our monthly needs is not going to suffice. We know that he is making the commitment in good faith, but what happens if something happens to Atiku? As I noted in the earlier note, this approach will also reduce our ability to secure funding from outside sources. The Soros contact made it very clear that aside from small-scale assistance with specific

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projects, we would not be considered for significant money until we could demonstrate long-term viability.

You may want to get Don Myers' view of what would be required, but I assume that his calculation will not be much different than mine. If there are other options, we need to identify them and discuss them. d

On 11/11/05, **Robert Pastor** <rpastor@american.edu> wrote:

David:

I am leaving for china for one week tomorrow. Hopefully, Patrick can try to arrange a little time with me this afternoon with Ajuji to go over a couple of things, and unless you object, to begin such a discussion on this as well. As you know, I have raised this with the VP many times, and he told me that he would guarantee the income stream but not the capital endowment. I also had a long conversation with Joda in private when i wans in Yola about this and wills, which I will relate to you another time, but the bottom line was that he suggested I not raise it for "religious" reasons, among others. I think $250 million is unrealistic. Have you had any other conversations with him on the subject?

Bob

p.s. Paulina and I spoke about Ahmad and the web at some length yesterday. Would you like for me to send a confidential e-mail to Ahmad - giving him encouragement but also being firm on what he needs to do. Let me know on that?

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366

David Huwiler <huwiler@[redacted]

11/11/2005 06:39 AM

To Patrick Ukata <pukata@american.edu>
cc rpastor@american.edu
Subject Re: Newspaper Articles that may be of Interest

Thank you for sending these, Patrick.

Bob and Patrick, I want to initiate a discussion with the two of you about the effect of local political developments on the campus. Among some of the expats, there is considerable concern (in my opinion more concern than is justified by the facts at this point) regarding the

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future of the University and the impact of politics on AAUN. In particular, there is a feeling among some that the flow of revenue to the University will slow dramatically if Atiku's political fortunes continue to wane. The concerns were not eased by the recent effort to reduce the November transfer from the needed N 28 million to N 20 million, even though we are well under budget even with the larger figure). Construction deferrals/delays have also raised fears that the prospects for the University are inexorably linked to Atiku's political success.

I think that we should probably begin a conversation soon about establishing an endowment which is managed in the US and under the control of the board of trustees. The amount that has been discussed has been $250 million. An endowment of that size would probably contribute a little more than $15 million annually to the operating budget (after management fees/expenses and a 2% return to the endowment). Combined with tuition revenue, this would provide the means to operate AAUN indefinitely. (Based upon the rough projections in the AU business plan, this would enable us to balance the budget each your out through year ten, assuming that we will have about 3,000 students in year five and 4,800 students in year ten).

This would accomplish several things for us:

1. It would immediately resolve the accreditition issue of financial viability;
2. It would enable us to budget and manage our finances in a reasonable way;
3. It would enable us to do long-range planning. Planning is essentially the allocation of resources over time. Currently the resource flow is completely unpredictable. Without knowing what the resources will be from month to month, it is impossible to plan effectively;
4. It would make recruiting and retaining expat faculty and staff (as well as students) much easier. Prospective students and staff will be assured that the University will endure, regardless of current and future political realities in Nigeria.
5. It would make the development task much easier for us. Potential donors do not want to make substantial contributions to entities that may or may not fail. (FYI, I have initiated preliminary conversations with Soros people. Nothing definite yet, but I think that we may received support for some small to moderate projects--and potentially more in the future if those go well. However, the sustainability issue did come up).

This is the last essential piece needed to establish AAUN as a major and permanent presence on the international higher education landscape, and I think that it is time to try to move forward with a specific plan. Let me know your thoughts about how best to approach Atiku. I have mentioned it to him in the past, and he has generally been receptive--but unwilling to specify a date. We need to talk about how to get beyond the theoretical question to the reality.
d

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"David Huwiler"
<huwiler@[redacted]
02/13/2007 03:32 AM

To "Robert Pastor" <rpastor@american.edu>
cc
bcc
Subject Re: Budget

Bob,

The short and precise answer to your question would be "no," but there are several additional comments that I should make in this regard:

1. Most of the operating expense and almost all of the building capital expense did not pass through AAUN accounts. Management had no role in the tender process, the process of negotiation with contractors, or the approval of contracts. This was done by the Founder directly--or by Phil Osadtsuk, who reports directly to the Founder. Through a process he characterizes as "forensic accounting," George has done the best he can to reconstruct the spending so that the Board will have as complete a picture as we can present. As you know, we have had the discussion in the past with both the Board and the Founder about the advantages of having funds designated for AAUN pass through AAUN accounts. However, this is ultimately the Founder's decision.

2. My understanding is that most of the construction funds did not come from Atiku himself, but from other donors. I have heard informally where some of the funds have originated, but I do not have full information regarding who contributed what. If the Board feels that it needs that information, I think that Chairman Joda should approach the Founder directly on that question. d

On 2/13/07, Robert Pastor <rpastor@american.edu> wrote:
>
> David:
>
> Did I read the one page summary budget incorrectly, or does it say that
> Atiku spent nearly $100 million USD in the past two years for AAUN?
>
> Bob
>
>
> Dr. Robert A. Pastor
> Vice President of International Affairs
> American University
> 3201 New Mexico Ave. N.W. - Suite 265
> Washington, D.C. 20016-8026
> Phone: 202-885-2728; Fax: 885-1366

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j doug User
<jdoug52928@[redacted]>
12/15/2006 12:33 PM

To Ajuji Ahmed <ajuji.ahmed@[redacted]>, "Dr. Robert Pastor" <rpastor@american.edu>, <nanaan@american.edu>
cc Patrick Ukata <pukata@american.edu>, Louis Goodman <goodman@american.edu>
bcc
Subject RE: Accounting and hand over of AAUN account

Dear Dr. Ajuji,

Per my previous email to you, I have discussed with his Excellency on the need to institutionalize AAUN's salary account and have asked that he allow the account to be handed over to AU or AAUN. He has agreed to that.

Right now this is how the accounts works: George sends me the amount he needs or anticipates for salaries a week ahead and I give the founder the figures and the money is then wired to me. There is no budget for that account and no extras paid into my account for AAUN, except as requested by AAUN either for salaries or to pay vendors.

This account can be managed from Dr. Ukata's office here. Since there does not appear to be any massive hiring anticipated, a budget anticipating the salaries and deductions can be sent to the founder and he can send the money quarterly. Right now, it is easier for him to send the money monthly. This is something you have to discuss with him.

I am now working to put together an accounting of all the monies sent to George Peterson for salaries and I will also include a record of all payments I made for AAUN's purchases.

One thing I have to stress here: George Peterson had stated that he does not have full accounting of the account. I don't know what he means by that. There is no stated budget for the account - the account functions as a 'pay as you go account" in that monies are sent in as it is requested for paying either salaries or purchases the founder approved and asked me to pay. When he was putting together the budget last year, I gave him all the information for all expenditures that I handled up to the end of last year. The only outstanding information is this year's transactions which he at least has the salary information since he provided those. I paid the vendors, but that information too he should also have since he negotiates the contracts.

However, for full accounting purposes, I will put together the documents for all purchases and send all wire information to AAUN for salaries.

I would like this account taken over by the deadline of January 30th and no later, sooner if it can be done.

Comments like this from George to me sounds as if there is an deliberate attempt to conceal the account's activity or that there is mishandling of AAUN's money. There is no budget for salaries or other expenditures you guys approved. What we have here is a pay as you go system which, while it has worked before in the past might not be suitable now. We have a fairly good idea of how much is needed for salaries and for the other purchases, these should be part of what should be included in the general budget. So in future if the purchases are approved, the money can also be wired to the AAUN account to take care of the payment to the particular vendors rather than me paying them directly.

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That is all for now and please note that as of the end of January, I will close that account unless some feedback is sent to me as to what AAUN wants to do. Thanks

Jamila Abubakar

PAU015996

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ABTI

AMERICAN UNIVERSITY

(Affiliated with The American University Of Washington DC, U.S.A.)

Yola, Adamawa State, Nigeria

1st March 2004.

The same letter was sent to:
Dr. Benjamin Ladner
Mr. William Jacobs

Dr. Robert Pastor
Vice-President (International Affairs),
American University,
3201, New Mexico Avenue N.W.,
Washington DC, 20016-8026,
USA.

Dear Sir,

RE: APPOINTMENT TO THE BOARD OF TRUSTEES OF ABTI-AMERICAN UNIVERSITY.

I am pleased to convey to you the decision of the promoters of ABTI-American University to invite you to join the Board of Trustees of the University as a Trustee. The proposed Board of Trustees will consist of the following distinguished personalities:

1. His Excellency, Ambassador Andrew Young.
2. Alhaji Ahmed Joda. - Min of Educ - Chair of Nat'l Con. Com. - 70-pension Sec - Adamawa
3. Mr. Gabriele Volpi. - Italian - CEO of Oil + Gas Logistics Comp. - used to be business partner
4. Chief (Dr.) Mike Adenuga. - Chair of Global Communications in Nig. + Chair of Consolidated Oil
5. Her Excellency, Jamilah J. Abubakar. - Trust
6. Mr. Manuel Vicente. - CEO of Sonangol - Angolan Oil Company - Angolan
7. Mr. Peter Okocha. - Nig Businessman - moved to Amer CEO of AP Oil + other company
8. Mr. Jackie Chanrai. - Brit-Indian - Industrialist - based in UK - mos comp. in Nig; community page
9. Mr. Adamu Abubakar. - Eldest Son
10. Dr. Benjamin Lardner) representing American University
11. Dr. Robert Pastor) of Washington DC, United States
12. Mr. William Jacobs) of America

Former Amb for Nigeria - mos Southern - was a Medical Prof - Was Vice Chancellor, Min of Educ - Jibril Aminu + Min of Petrol.

...../2.

Owned by: ABTI SCHOOLS LIMITED
28, Galadima Aminu Way, P.M.B. 2550, Yola - Adamawa State, Nigeria.
*Directors: Adamu Abubakar * Abba Abubakar * Lamido Abubakar * Muhammed Abubakar * Abdulmalik Abubakar*

wants some cards for Europe

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ABTI
AMERICAN UNIVERSITY

This invitation is in recognition not only of your outstanding sterling individual qualities, but also in acknowledgement of your numerous contributions to the development of the African society and, in particular, your contributions to the growth and development of educational opportunities in Africa.

It is our fervent hope that you shall, as a member of the Board of Trustees of ABTI-American University, bring your wealth of experience and extensive connections to bear in the growth and development of the University and, thereby, help us in achieving our goals of making the University a citadel of educational excellence in Africa.

Welcome to ABTI-American University.

Yours faithfully,

ADAMU ABUBAKAR,
For: ABTI SCHOOLS LIMITED.

Owned by: ABTI SCHOOLS LIMITED
28, Galadima Aminu Way, P.M.B. 2550, Yola - Adamawa State, Nigeria.
Directors: Adamu Abubakar * Abba Abubakar * Lamido Abubakar * Muhammed Abubakar * Abdulmalik Abubakar

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From: Jennifer Porter <jporter@gurnelaw.com>
Sent: Monday, August 22, 2005 4:11 PM
To: Patrick Ukata <pukata@american.edu>
Cc: huwiler@[redacted] rpastor@american.edu
Subject: Re: Bank Account

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Patrick:
I do not have the answer we were wanting.

Since we last spoke about this, I have had multiple conversations with Bank of America and with Citibank. My initial contact in each instance was with a person in the private banking department to whom I was introduced by a friend who is a customer/client of the bank's private banking service. In each instance my initial contact was a private banker, not a bank official who deals with new bank accounts involving foreign entities. In each instance, my contact undertook to find who in their organization could answer questions about the procedures for opening an account and the type of information that would be required for the bank to open an account. I subsequently spoke with an official in each bank who works in the corporate banking area and is directly knowledgeable about the bank's procedures and anti money laundering requirements. Following is a brief summary of the response that I received from each bank.

1. Bank of America (BA)
Initially, BA thought that they would be able to open the account. After my first conversation with them, they performed some elementary due diligence i.e. they went to the AU website and found information about ABTI. They apparently assumed that ABTI had some corporate affiliation with AU. When I corrected this misapprehension by informing them that ABTI is separate entity incorporated in Nigeria, they immediately became less sanguine about the possibility of opening an account and undertook to make further inquiries on the basis of their new understanding about ABTI's corporate status. In subsequent converations, they repeatedly told me that they had to do a thorough "due diligence" and that this due diligence required them to "know the customer". In that context, they asked where the money transferred into the account would come from. They wanted to know where ABTI was getting the money. My response that the money would likely come from student tuition and other traditional university funding sources did not satisfy them. They indicated that they would need to be able to prove that the money came from tuition or other legitimate sources. They indicated that the amount of money involved was not sufficient to justify the level of due diligence they would have to undertake to ensure that they could satisfy Treasury Dept. requirements. They expressed frustration about the money laundering regulations and the stringent, not to mention unpredictable, way in which Treasury is applying them and said that they could not open an account. I asked if having a US entity would change the answer. I was advised that the bank would still have to be able to answer the question of where the entity was obtaining its funds. They did not encourage me to think that incorporating in the US would solve the problem because the US entity would still have to satisfy the bank about the source(s) of its foreign funds.

2. Citibank

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My discussions with Citibank were of an identical tenor. They emphasized that the anti money laundering regulations required them to know their customers and that they would need to know, and be able to prove to US regulators, where ABTI obtains its funding. Telling them the funding came from student tuition would not be enough. I asked whether being a customer of Citibank in Nigeria would assist the bank to obtain the requisite level of certainty; my contact thought that it would not help because the US and Nigerian banks operate in very different regulatory environments, although he did not rule it out. They expressed concern that conditions in Nigeria made it impossible to satisfy their due diligence obligations under US law. Once again, the point was made that for the amount of money involved (ie about $1 million per year, with amounts being transferred in monthly and disbursed monthly), the bank could not provide itself with a sufficient level of certainty about compliance with the money laundering regulations, and they therefore said they could not open an account for ABTI.

As you will recall, I initially thought that opening a bank account should be a two step process: 1. determine what information/documentation the banks require; and 2. provide that information. Based on the discussions outlined above as well as my earlier discussions with Wachovia, it appears that, post 9/11, the banks can not be satisfied on #2, at least not where Nigeria is concerned. All the banks acknowledged that this was an unsatisfactory result for legitimate businesses seeking to do business in the US, but they felt they had no alternative but to refuse to provide the requested service.

I have several suggestions about possible next steps if you wish to pursue this matter further. Please note that these suggestions fall in the category of possible avenues to be investigated. They most assuredly are not courses of action that are guaranteed to be successful.
1. Tackle the problem from the Nigerian end:
A. determine whether any banks operating in Nigeria allow Nigerian customers to maintain $US accounts and if so, whether such an account would serve ABTI's purposes; and/or
B. open an account with a bank that has US banking operations (e.g. Citibank, HSBC, Barclays) and investigate obtaining that bank's assistance in opening a US bank account (see my note above about one banker's view of this approach);

2. Establish a US entity, with officers based in the US and able to go personally to the bank to sign the signature cards, and see if, when given an account application and the requisite corporate resolutions, the bank can be satisfied about the entity's sources of funding. Given that the regulations require the banks to know all their customers, not just those with foreign source income, it is not clear that this approach will satisfy the bank's compliance obligations. Incorporating, however, is a relatively inexpensive process.

Please give me a call if you have any questions.

Jennifer M. Porter

Gurne Porter & Baulig, PLLC
900 Nineteenth Street, NW Suite 325

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Washington, DC 20006

Ph: 202.778.0030
Fx: 202.778.0029

E-mail: jporter@gurnelaw.com

On Aug 18, 2005, at 5:19 PM, Patrick Ukata wrote:

Dear Jennifer,

Dr. Robert Pastor has asked me to write to you to inquire about where things stand concerning the efforts to open an independent bank account here for ABTI-American University of Nigeria.

I look forward to receiving an update on this from you.

Best regards,

Patrick
Dr. Patrick Ukata
Director
American University and
ABTI-American University of Nigeria
Washington Office
3201 New Mexico Ave. N.W. - Suite 258
Washington, D.C. 20016-8026
Phone: 202-885-3965; Fax: 202-885-1754

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Robert Pastor/rpastor/AmericanU
06/04/2007 12:03 AM

To Patrick Ukata/pukata/AmericanU@AmericanU
cc
bcc
Subject RE: AAUN Account

Patrick

Thanks for handling this well. You might remind Ed that I advised him on that about six weeks ago - before the elections.

Bob

Dr. Robert A. Pastor
Vice President of International Affairs
American University
3201 New Mexico Ave. N.W. - Suite 265
Washington, D.C. 20016-8026
Phone: 202-885-2728; Fax: 885-1366
Patrick Ukata/pukata/AmericanU

Patrick Ukata/pukata/AmericanU
06/03/2007 05:58 PM

To Edward Weidenfeld <edward@weidenfeldlaw.com>
cc JA <jdoug52928@[redacted]>, Robert Pastor <rpastor@american.edu>
Subject RE: AAUN Account

Ed,

Thank you for your e-mail. I believe that the approach you have outlined is very good and the right one. Bob told me that he had discussed this issue with you and that you were going to set up an AAUN corporation which will then get a tax id for the purpose of opening a business account. Given that the old account we have been using will terminate very shortly, we need to expedite this process so as to have an account in place by the end of June when salaries will have to be paid.

Let me know if there is anything that I can do to assist.

Thanks,

Patrick
Dr. Patrick Ukata
Director
American University and
ABTI-American University of Nigeria
Washington Office
3201 New Mexico Ave. N.W. - Suite 258
Washington, D.C. 20016-8026
Phone: 202-885-3965, Fax: 202-885-1754

-----Edward Weidenfeld <edward@weidenfeldlaw.com> wrote: -----

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EXHIBIT #134 - FN 1323

PAU026490

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To: JA <jdoug52928@[redacted]>, Patrick Ukata <pukata@american.edu>, Robert Pastor <rpastor@american.edu>
From: Edward Weidenfeld <edward@weidenfeldlaw.com>
Date: 06/03/2007 05:35PM
Subject: RE: AAUN Account

Patrick,

As discussed briefly with Madam And Bob, it is my strong reccomendation that this account be an AAUN account, with an id number issued to AAUN.

Please call me if there are any issues with this approach.

Thanks.

Ed Weidenfeld

-----Original Message-----
From: JA <jdoug52928@[redacted]>
Sent: Sunday, June 03, 2007 3:48 PM
To: Patrick Ukata <pukata@american.edu>; Robert Pastor <rpastor@american.edu>; Edward Weidenfeld <edward@weidenfeldlaw.com>
Subject: RE: AAUN Account

Dear Patrick,

Just a reminder again that Citibank AAUN salary account will be closed on June 23. I will be leaving town sometime next week. Please let me know what we have decided to do about opening a new account. Are we (1) opening a new account and with whose SS. Preferably, we should open a business account to take care of this.

I would hope that this change can be effected before I leave so that I can get an account number to transfer the next payroll.

Regards
Jamila

PAU026491

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From: Karen Connolly
Sent: Thursday, October 7, 2004 1:06 PM (GMT)
To: Doug Kudravetz; Donna Lee-Lindesay
Cc: Robert Carter
Subject: Re: Wire Received for $100K Today
Attach: Sep04 Incoming wires.xls

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---

The wire for $99,985.00 was sent by ABTI.

Donna,
please credit [redacted] for incoming wire dated 9/8/2004
$99,985.00

Thanks,
Karen Connolly, CTP
American University
Treasury Operations
(202) 885-2740
fax (202) 885-3999
kconnel@american.edu

Doug Kudravetz/doug/AmericanU
09/22/2004 11:33 AM

To
Robert Carter/rcarter/AmericanU@AmericanU
cc
Karen Connolly/kconnel/AmericanU@AmericanU
Subject
Re: Wire Received for $100K Today

did we ever find out what this was for....?

Robert Carter/rcarter/AmericanU
09/08/2004 03:00 PM

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To
doug@american.edu
cc
Karen Connolly/kconnel/AmericanU@AmericanU
Subject
Wire Received for $100K Today

Doug - FYI. Received a wire today for $100K ($99,985 - we took hit for fee)
from Northern Int'l Bank/Bipielle Bank Suisse/UBS AG (Lugano, Chile);
Originator is SIMA Holding Company LTD. Expecting a gift? Jacobs Foundation?

PAU020272

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From: Karen Connolly
Sent: Friday, July 6, 2007 2:06 PM (GMT)
To: Doug Kudravetz
Subject: Re: AU Nigeria

This wire originated from Panama ("Panama 5")

Doug Kudravetz/doug/AmericanU
07/05/2007 05:22 PM

To
Karen Connolly/kconnel/AmericanU@AmericanU
cc

Subject
Re: AU Nigeria

Karen - where do these wires originate....what country?

Karen Connolly/kconnel/AmericanU
07/05/2007 12:24 PM

To
Doug Kudravetz/doug/AmericanU@AmericanU
cc

Subject
AU Nigeria

FYI

Permanent Subcommittee on Investigations
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we recvd $499,980 incoming wire from Letsgo Ltd
FBO ABTI

Karen Connolly, CTP
Treasury Operations
American University
202 885 2740
202 885 3999 fax
kconnel@american.edu

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EDUCATIONAL CONSULTANCY AND JOINT PARTNERSHIP AGREEMENT

American University of Nigeria, Yola

And

American University, Washington D.C.

This Agreement (hereinafter referred to as "Agreement") is made this 25 day of November, 2008 by and between American University of Nigeria (hereinafter referred to as "AUN"), Yola, having its principal place of business along Lamido Zubairu Way, Yola Town, Adamawa State, in the Federal Republic of Nigeria, and American University, Washington D.C. (hereinafter referred to as "AU"), having its principal place of business at 4400 Massachusetts Avenue, N.W., Washington D.C. 20016.

WHEREAS

AUN desires to move from its initial stages of establishing a new American-style university in Yola, Nigeria to the next stages of advancing its position as a premier university in West Africa and to enter into an agreement with AU to provide consultation, expertise, and advice for this purpose; and

WHEREAS

AU has agreed to provide such consultation, expertise and advice to AUN for the successful implementation of the next stages;

NOW THEREFORE, BOTH PARTIES HAVE AGREED TO THE CONDITIONS SET FORTH BELOW.

SECTION 1 Washington Office

A. AU shall establish and maintain an international office on the AU campus in Washington, D.C., ("hereinafter referred to as "Washington Office") to assist and service the needs of AUN for the duration of the Agreement.

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B. The office staff shall consist of a Director who shall report to the AU President, a Staff Assistant, and a recruiter or local search firm.

C. The duties of the Washington Office staff shall include:

1. Facilitating the coordination, consultation, and assistance for the AUN management team for the benefit of AUN's faculty and students under the terms of the Agreement.

2. Coordinating the recruitment of the AUN management team, deans, and faculty, and providing consultation and advice afterwards; and

3. Serving as liaison between AUN and AU faculty and administrators.

SECTION 2 **AUN Management Team (see Schedule A)**

A. Appointments

1. AU shall continue to provide assistance to AUN in recruiting a management team to be stationed in Yola, Nigeria, and composed of the following four executive officers and three academic deans:

a) President

b) Vice President of Academic Affairs

c) Vice President of Finance and Administration

d) Vice President of University Relations

e) Dean of Arts and Sciences

f) Dean of Business and Entrepreneurship

g) Dean of the School of Information Technology and Communications

2. In the event AUN determines to open a new engineering or law school, AU shall provide assistance to AUN in recruiting the deans at the request of the AUN Board of Trustees.

3. AUN may decide to recruit US expatriates for additional senior administrator positions during the Agreement. AUN will submit a written request to AU for assistance six months prior to the expected date of hire.

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B. Appointment Process

1. AU will submit management team candidates and the terms of employment to AUN for approval. Potential hires will be subject to requirements for obtaining Nigerian visas.

2. The President of AUN will be appointed by the AUN Board of Trustees and serve at the pleasure of the AUN Board of Trustees.

3. The Vice President of Academic Affairs, Vice President of Finance and Administration, Vice President of University Relations and the Deans of the various schools will be appointed by the AUN Board of Trustees upon the recommendation of the AUN President.

4. AU shall provide for the records of AUN the letters or instruments of appointment of all members of the management team and all other AUN senior administrators recruited by AU under this Agreement.

5. AUN shall, without limit, indemnify, hold harmless and, at AU's election, defend AU, its officers, employees, faculty members, students, volunteers, executors and assigns, with respect to any and all claims, damages, judgments, actions and causes of action, arising out of the acts or omissions of the members of the AUN management team and any senior administrators including all costs, expenses, and attorney's fees incurred in the defense of any claims and/or litigation.

C. Salaries and Benefits

1. AUN shall be responsible for management team's salaries and fringe benefits.

2. AUN shall be responsible for assisting the management team and all other senior administrators in obtaining necessary work permits, taxation exemptions and other related approvals as permitted by Nigerian Laws.

3. AUN shall be responsible for providing accommodations and local benefits for the management team and other senior AUN administrators as outlined in Schedule A attached hereto and incorporated by reference.

D. Reporting

1. The AUN President shall be answerable to the AUN Board of Trustees.

2 AUN is solely responsible for the supervision of the management team and other AUN senior administrators.

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3. AU will provide payroll services for purposes of compensation and benefits for the management team.

SECTION 3 **Educational Consultation and Guidance**

A. The management team, in consultation with and assistance from AU, shall continue to develop the academic and administrative programs of AUN.

B. AU shall provide reasonable assistance and offer advice in the areas listed below.

1. Assist in enhancing governance and institutional assistance

   a) Assist in recruiting principal officers and academic deans

   b) Assist in enhancing the current governance structure

   c) Assist in increasing student marketing plans and recruiting efforts

   d) Assist in recruiting additional expatriate faculty and key staff positions

   e) Assist in planning and implementing an information technology system

   h) Assist in developing and monitoring strategic plan goals

   j) Assist the management team in devising a plan for operating AUN beyond the period of this Agreement and AU's educational consultancy assistance.

2. Make available for assistance in seeking U.S. accreditation as needed by AUN

   a) Research the New England Association of Schools and Colleges standards and requirements for accreditation

   b) Assist in developing measurable outcomes and action plans

   d) Assist in the accreditation application process

3. Assist in financial management strategies and human resources practices

   a) Assist in developing a consolidated operating and capital budget for Board presentation

   b) Assist in implementing multi-year budget, facilities, and capital planning to align with a new AUN strategic plan

   c) Review and advice on financial management and procedures

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d) Assist in developing external and internal audit review practices

e) Review and advice on human resources policies and procedures

f) Assist in developing endowment and gift management policies and procedures

g) Assist in developing staff professional development and training programs.

4. Assist in Academic and Student Support Assistance

a) Assist in setting up faculty action processes and manuals (e.g., appointment, reappointment, promotion, leaves, and termination), as well as the faculty salary review process

b) Continue to provide advice in procurement of laboratory equipment and instruction materials (material acquisition costs are part of the AUN budget)

c) Assist in establishing library collection and development (library acquisition costs are part of the AUN budget)

d) Provide on-site training for Nigerian faculty (e.g., teaching conferences, training with Blackboard, etc.)

e) Assist in monitoring academic curriculum and standards

f) Assist in developing, reviewing, and evaluating graduate programs if requested by AUN

g) Assist in enhancing student services (e.g., health center, club sports, career placement service, etc.)

h) Assist in preparing AUN to receive foreign visiting students

5. Nomination to the Board

AU will identify candidates for the AUN Board, if requested by AUN.

6. Both parties acknowledge that AUN is ultimately responsible for the fulfillment of the action items identified in this section.

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SECTION 4 **Site Visits**

A. AU shall host and conduct site visits as deemed necessary during the period of the Agreement, the number varying from year to year provided that such site visits have prior approval of AUN. The number of such site visits per year and size of the team visiting must be mutually agreed to by both parties before commencement of such site visits.

B. The purpose of site visits shall include the following:

1. To provide on-site consultation and advice
2. To review and assess the development and effectiveness of the implementation of the Agreement by faculty and administrators
3. To review program and operational issues identified by AUN and AU
4. To recommend additional arrangements between AU and AUN beyond the period of the Agreement.

SECTION 5 **Joint Partnerships - Academic and Other Initiatives**

A. Expand study abroad programs and facilitate faculty and student exchanges between AU and AUN

B. Engage in joint teaching and research activities and conferences between AU and AUN. (Holding conferences in Nigeria will incur additional costs to be covered by AUN.)

C. Advise and assist in joint development and fundraising efforts between AU and AUN

D. AU shall offer 2 full scholarships to qualified AUN students to study at AU during the term of this Agreement. A full scholarship covers tuition, mandatory fees, room and board during the Spring and Fall semesters.

SECTION 6 **Payments (See Schedule B)**

A. AUN shall pay AU a total sum of 1.3 million U.S. dollars according to Schedule B attached hereto and incorporated herein by reference.

B. Any remaining balance from AUN's initial deposit of $750,000 U.S. dollars from the original agreement executed in January, 2004 will continue to be placed in an interest-bearing account and will be used to settle AU's final invoices to AUN at the end of the Agreement.

C. AUN shall pay scheduled annual fees to AU on a quarterly basis at the beginning of each quarter. The first payment of $325,000 will be due on January 1, 2009, provided

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that the total quarterly payments shall not exceed the sum of $1.3 million specified in section 6-A above.

D. At the end of each quarter, AU will invoice AUN for the costs of salaries and benefits for the AUN management team, an administrative fee equal to 20% of those salaries and benefits, and any direct reimbursable expenses. AUN will pay the amount due within thirty (30) days of receipt of the invoice.

E. Payment of amounts due will be made through an AUN general operating bank account *via* electronic funds transfer to:

Chevy Chase Bank
Bethesda, Maryland
ABA #[redacted]
For credit to the American University Account

SECTION 7 Agreement Period

1. This Agreement shall be for a period of one year commencing January 1, 2009 and ending December 31, 2009, unless terminated earlier as provided for in Section 9 of this Agreement.

2. Any renewal or extension of the Agreement must be made in writing at least four (4) months prior to the expiration of the Agreement and signed by the duly authorized representatives of AUN and AU.

SECTION 8 Notices

A. The parties agree that service of all notices required under or pertaining to this Agreement will be sent via fax, air mail, or electronically to the parties at the addresses set forth below or as subsequently amended from time to time in writing by them:

1. AMERICAN UNIVERSITY
President, American University
4400 Massachusetts Avenue, N.W.
Washington, DC 20016-8026
U.S.A
Tel: (202) 885-2121
Fax: (202) 885-3265

2. AMERICAN UNIVERSITY OF NIGERIA
President, American University of Nigeria
Lamido Zubairu Way. P.M.B 2265
Yola, Nigeria

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cc: Chairman of AUN Board of Trustees
Tel: 234 (075) 634962
Fax: 234 (075) 625411

B. All correspondence and communications will reflect acknowledgment of receipt.

SECTION 9 Termination

A. Early Termination. Either party may terminated this Agreement at any time by giving 30 days written notice to the other party. Termination of this Agreement for any reason shall have the following effect: neither party shall have further obligations hereunder except for obligations accruing prior to the date of termination or which survive termination of this Agreement such as Section 10 (Proprietary Information and Non-Disclosure) and Section 2 and 14 (Indemnity) Both parties will collaborate fully in bringing the Agreement and the scope of the work specified herein to an orderly conclusion.

B. Payments. Within thirty (30) calendar days of the effective date of termination of this Agreement, AUN will pay AU any and all amounts, whether expended or committed (prior to the effective date of termination) as a result of carrying out the terms and conditions of the Agreement and the termination thereof, including compensation and related costs for AU personnel (such as severance payments made by AU to the management team) and/or any other person, firm, company or institute rendering any service to AUN to further the purposes of this Agreement, upon proof of said prior commitment or expenditure by AU.

C. Management Team Terminations. AUN may direct AU to make changes in the management team should circumstances require. AUN will be solely responsible for all costs associated with such changes. In either case, AU will assist AUN in identifying or recruiting a replacement.

SECTION 10 Proprietary Information and Non-Disclosure

A. Each party reserves the right to its proprietary documents and materials, which shall not be considered to be developed under a joint venture or partnership.

B. Each party will maintain the proprietary information of the other party, including this Agreement, in confidence, and will not, without the other party's express permission, a lawfully issued subpoena or a court order disclose such information to third parties.

C. The obligations specified in this provision survive the termination of this Agreement.

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SECTION 11 **Applicable Law and Jurisdiction of Courts**

This Agreement shall be governed by the applicable Laws of Federal Republic of Nigeria and the United States of America and be subject to the jurisdiction of the courts of Nigeria and the United States of America.

SECTION 12 **Settlements, Entire Agreement, and Waiver**

A. It is in the interest of both parties to settle disputes in connection with the Agreement amicably and equitably. Therefore, the parties will make their best effort to settle differences through cooperation and consultation.

B. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitration ruling will be final and binding on both parties.

C. This Agreement represents the entire agreement between AUN and AU and may not be amended except in writing and signed by the duly authorized representatives of the parties. The Agreement supersedes any prior agreement or oral representations that may have been made prior to the execution of this Agreement.

D. A waiver of any obligation contained in the Agreement shall not be construed as a waiver of any other obligation contained herein.

SECTION 13 **Trademark Licensing**

AUN acknowledges and agrees that AU is the sole and exclusive owner of the AMERICAN UNIVERSITY mark in the United States of America and throughout the world. The parties have executed a Trademark License Agreement that shall control AUN's use of the AMERICAN UNIVERSITY mark, and which is attached hereto as Exhibit "A" and is expressly incorporated herein by reference.

SECTION 14 **Indemnity**

Each party shall indemnify, defend and hold harmless the other party for loss, claim, damage, or demand, whether real or personal property damage resulting from their negligence or the negligence of their officers, directors, agents, employees of subcontractors. No consequential, liquidated or special damage may be claimed against the other party. Each party certifies that it has sufficient insurance or collateral to support this

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indemnification obligation. The obligations specified in this provision survive the termination of this Agreement.

SECTION 15 Independent Contractor

This Agreement does not create among the parties a joint venture, partnership, or agency, or any other business relationship other than the specific relationship provided by the terms of this Agreement. All parties at all times for all purposes shall be considered independent contractors of each other. In dealing with third parties, each party agree to avoid creating any appearance that it is acting as an agent for the other and avoid making any representation which might reasonably be construed as creating or suggesting an agency relationship.

SECTION 16 Entire Agreement

This Agreement supersedes all prior and or written representation with respect to the subject matter hereof.

Now intending to be legally bound, the parties have caused their duly authorized representatives to execute this Agreement as of the day and date first above written.

For American University(AU) Washington, D.C.	For American University of Nigeria (AUN) Yola
Cornelius M. Kerwin, President	Michael Smith, President

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Schedule A

AUN MANAGEMENT TEAM
ACCOMMODATIONS AND BENEFITS

January 1, 2009

AUN will provide accommodations and benefits as outlined below to the members of the management team.

President

1. Business-class air travel between the President's home country and Yola, Nigeria for the President and immediate family members residing with the President, at a cost to be determined in the terms of employment.

2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the President's appointment and return at the conclusion of the appointment, shall be determined in the terms of employment

3. Home leave at the end of each year of service with round-trip, business-class air travel between the President's home country and Yola, Nigeria for the President and immediate family members residing with the President, at a cost to be determined in the terms of employment.

4. A fully furnished residence, with two (2) house staff, in which the President will be required to live.

5. A car and driver for use by the President and family.

6. A budget for appropriate and reasonable entertainment by the President in the President's residence.

Vice President of Academic Affairs

1. Business-class air travel between the Vice President's home country and Yola, Nigeria for the Vice President and immediate family members residing with the Vice President, at a cost to be determined in the terms of employment.

2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the Vice President's appointment and return at the conclusion of the appointment, shall be determined in the terms of employment

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3. Home leave at the end of each year of service with round-trip, business-class air travel between the Vice President's home country and Yola, Nigeria for the Vice President and immediate family members residing with the Vice President, at a cost to be determined in the terms of employment.

4. A fully furnished residence in which the Vice President will be required to live.

5. A car for use by the Vice President and family.

6. A budget for appropriate and reasonable entertainment by the Vice President in the Vice President's residence.

Vice President of Finance and Administration

1. Business-class air travel between their home countries and Yola, Nigeria for the Vice Presidents and immediate family members residing with them, at a cost to be determined in the terms of employment.

2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the Vice President's appointments and return at the conclusion of the appointments, shall be determined in the terms of employment

3. Home leave at the end of each year of service with round-trip, business-class air travel between their home countries and Yola, Nigeria for the Vice Presidents and immediate family members residing with them, at a cost to be determined in the terms of employment.

4. A fully furnished residence in which the Vice Presidents will be required to live.

5. A car for use by the Vice Presidents and families.

Vice President of University Relations

1. Business-class air travel between their home countries and Yola, Nigeria for the Vice Presidents and immediate family members residing with them, at a cost to be determined in the terms of employment.

2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the Vice President's appointments and return at the conclusion of the appointments, shall be determined in the terms of employment

3. Home leave at the end of each year of service with round-trip, business-class air travel between their home countries and Yola, Nigeria for the Vice

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Presidents and immediate family members residing with them, at a cost to be determined in the terms of employment.

4. A fully furnished residence in which the Vice Presidents will be required to live.

5. A car for use by the Vice Presidents and families.

Deans

1. Business-class air travel between their home countries and Yola, Nigeria for the Deans and immediate family members residing with the Deans, at a cost to be determined in the terms of employment.

2. All relocation costs, such as shipping of personal effects and professional materials to Yola at the outset of the Deans' appointments and return at the conclusion of the appointments, shall be determined in the terms of employment

3. Home leave at the end of each year of service with round-trip, business-class air travel between their home countries and Yola, Nigeria for the Deans and immediate family members residing with them, at a cost to be determined in the terms of employment.

4. A fully furnished residence in which the Deans will be required to live.

5. A car for use by the Deans and families.

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SCHEDULE B
AMERICAN UNIVERSITY OF NIGERIA (AUN) AND
AMERICAN UNIVERSITY (AU), WASHINGTON, D.C.
EDUCATIONAL CONSULTATION AND JOINT PARTNERSHIP FEES

	COST ITEMS	2009 $' 000
Educational Consultancy to AUN		
Section 1	Continue strategic partnership through the Washington Office: Recruit and maintain AUN senior management team; Provide assistance in recruiting additional faculty and key staff positions; Provide strategic planning guidance by the AU President's Cabinet and administrators; and host AUN visits to Washington, D.C.	$550
Section 2	Recruit and retain an AUN management team	Direct reimbursements with a 20% overhead rate
Section 3B	1. Assist in enhancing governance and institutional support	150
	2. Make available for assistance in seeking U.S. accreditation as needed by AUN	200
	3. Assist in financial management strategies and human resources practices	200
	4. Assist in strengthening and expanding academic programs, and enhancing student services	100
	5. Identify candidates for AUN Board if requested by AUN	0
	6. Provide other program assistance as requested by AUN	100
Section 4	Attend site visits and Board meetings when appropriate	0
Joint Partnerships between AU and AUN		
Section 5	1. Expand study abroad and faculty/student exchanges	0
	2. Engage in joint teaching, research activities, and conferences. (Holding conferences in Nigeria will incur additional costs to be covered by AUN.)	0
	3. Advise and assist in joint development and fundraising efforts	0
	4. Offer full scholarships to AUN students	0
	TOTAL	**$1,500**

Notes:
1) Any direct reimbursable expenses, such as textbooks, air travel to perform site visits, conference costs in Nigeria, etc., will be incorporated into quarterly invoices to AUN.
2) In the event AUN wants to open an engineering school or law school, a supplemental agreement will be executed to provide guidance in detailed planning and staffing.

American University 11/6/2008

568402.569

Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

Certified Copy of Corporate Resolutions - Opening and Maintaining Deposit Accounts and Services

Name of Corporation MONTHIGNE CORP 0046 7188 2187

I, the undersigned, hereby certify to Bank of America, that I am the Secretary/Assistant Secretary and the designated keeper of the records and minutes of Monthigne Corp, duly organized and existing under the laws of the State of N.Y. (the "Corporation"); that the following is a true copy of resolutions duly adopted by the Board of Directors of said Corporation at a meeting duly held on the _____ day of _____, at which a quorum was present and acted throughout or adopted by the unanimous written consent of the Board of Directors; and that such resolutions are in full force and effect and have not been amended or rescinded.

333 8-15

1. Resolved, that Bank of America (the "Bank") is hereby designated as a depository of the Corporation and that deposit accounts and/or time deposits (CDs) be opened and maintained in the name of this Corporation with Bank in accordance with the terms of the Bank's Deposit Agreement and Disclosures and the applicable rules and regulations for such accounts; that any one of the following officers or employees of this Corporation **(insert titles, not names):**

President

Title	Title
Title	Title
Title	Title
Title	Title

is hereby authorized, on behalf of this Corporation and in its name, to execute and to sign any application, deposit agreement, signature card and any other documentation required by Bank to open said accounts; to sign checks, drafts, notes, bills of exchange, acceptances, time deposits (CDs) or other orders for payment of money; to endorse checks, drafts, notes, bills, time deposits (CDs) or other instruments owned or held by this Corporation for deposit with Bank or for collection or discount by Bank; to accept drafts, acceptances, and other instruments payable at Bank; to place orders with Bank for the purchase and sale of foreign currencies on behalf of this Corporation; to execute and deliver an electronic fund transfers agreement and to make transfers or withdrawals by electronic transfer on behalf of the Corporation; to obtain an access device (including but not limited to a card, code, or other means of access to the Corporation's accounts) that may be used for the purpose of initiating electronic fund transfers (Corporation agrees and acknowledges that neither the Electronic Funds Transfer Act (15 U.S.C. 1693 et seq.) nor Regulation E (12 C.F.R. Part 205) are applicable to any such access device); to establish and maintain a night deposit relationship; to execute and deliver a wire transfer agreement and to request, or to appoint or delegate from time to time such persons who may request, wires of funds; to enter into any agreements with the Bank for the provision by Bank of various Treasury Management services to this Corporation as such officer or employee may determine, in his or her sole discretion, and to sign any and all documents and take all actions required by Bank relative to such Treasury Management services or the performance of the Corporation's obligations thereunder, and that any such Treasury Management agreement(s) shall remain in full force and effect until written notice to terminate given in accordance with the terms of any such agreement shall have been received by Bank and that such termination shall not affect any action taken by the Bank prior to such termination; to rent or lease a safe deposit box from Bank, to execute the rental agreement or lease, to enter the safe deposit box and to terminate the rental agreement or lease; to take whatever other actions or enter into whatever other agreements relating to the accounts or investment of funds in such accounts with Bank and to execute, amend, supplement and deliver to Bank such agreements on behalf of the Corporation upon such terms and conditions as such officer or employee may deem appropriate and to appoint and delegate, from time to time, such person(s) who may be authorized to enter into such agreements and take any other actions pursuant to such agreements in connection with said accounts that the officer or employee deems necessary; and to waive presentment, demand, protest, and notice of protest or dishonor of any check, note, bill, draft, or other instrument made, drawn or endorsed by this Corporation; and

2. Further Resolved, that the Bank be and is hereby authorized to honor, receive, certify, pay or exchange for money orders or other instruments all instruments signed in accordance with the foregoing resolutions even though such payment may create an overdraft or even though such instruments may be drawn or endorsed to the order of any officer or employee signing the same or tendered by such officer or employee or a third party for exchange or cashing, or in payment of the individual obligation of such officer or employee, or for deposit to such officer's or employee's personal account and Bank shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any instrument signed in accordance with the foregoing resolutions or the application or disposition of such instrument or the proceeds thereof; and, further, that the Bank is authorized to honor any instructions regarding withdrawals, orders for payment or transfer of funds whether oral, by telephone or electronic means if such withdrawal, orders or transfer are initiated by an above authorized officer or employee; and

3. Further Resolved, that the Bank be and is hereby requested, authorized and directed to honor and to treat as authorized, checks, drafts or other orders for the payment of money drawn or purportedly drawn in this Corporation's name, including those payable to the individual order of any person whose name appears thereon as signer thereof, when bearing or purporting to bear the facsimile signature of an officer or employee authorized in the foregoing resolutions and Bank shall be entitled to honor, to treat as authorized, and to charge this Corporation for such checks, drafts, or other orders regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed thereto, if such signature resembles the facsimile specimen duly certified to or filed with the Bank by the Secretary or Assistant Secretary or other officer of this Corporation or if such facsimile signature resembles any facsimile signature previously affixed to any check, draft, or other order drawn in the Corporation's name, which check, draft, or other order was accepted and paid without timely objection by the Corporation, thereby ratifying the use of such facsimile signature; and the Corporation hereby indemnifies and holds the Bank harmless against any and all loss, cost, damage or expense suffered or incurred by the Bank arising out of or in any way related to the misuse or unlawful or unauthorized use by a person of such facsimile signature; and

00-14-001EM 8-1999 NAZ

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1378

ph44585 on D330-44585-7600 with DISTILLER

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4. Further Resolved, that endorsements for deposit may be evidenced by the name of the Corporation being written or stamped on the check or other instrument deposited, without designation of the party making the endorsement, and Bank is authorized to supply any endorsement on any instrument tendered for deposit or collection; and

5. Further Resolved, that the Secretary or Assistant Secretary of this Corporation shall certify to Bank names and signatures of persons authorized to act on behalf of this Corporation under the foregoing resolutions and shall from time to time hereafter, as changes in the identity of said officers and employees are made, immediately report, furnish and certify such changes to Bank and shall submit to Bank a new account signature card reflecting such change(s) in order to make such changes effective and Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, or growing out of, honoring the signature of any officer or employee so certified, or refusing to honor any signature not so certified; and

6. Further Resolved, the foregoing resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as Bank is concerned until three (3) business days after Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by said Bank prior thereto; and

7. Further Resolved, that all transactions by any officer or employee of this Corporation on its behalf and in its name with Bank prior to the delivery to Bank of a certified copy of the foregoing resolutions are, in all respects, hereby ratified, confirmed, approved and adopted; and

8. Further Resolved, that the Secretary or Assistant Secretary be and hereby is, authorized and directed to certify these resolutions to said Bank and that the provisions hereof are in conformity with the Charter or Articles of Incorporation and Bylaws of this Corporation and that the Secretary or Assistant Secretary be, and hereby is, authorized and directed to certify, from time to time hereafter, the names of the holders of the above authorized titles and their signatures on any signature card or other documentation required by said Bank.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation, this 15 day of August 2007.

Secretary/Assistant Secretary

(Corporate Seal)

Bank Information

Date _____

Banking Center Name _____

Associate's Name _____

Associate's Phone Number _____

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Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

Corporate Signature Card

Account Number 004671892187

☐ Temporary Signature Card

Account Type BUSINESS ECONOMY CHKG

Account Title MONTHIGNE CORP

333

8 15

Name of Corporation MONTHIGNE CORP

Tax Identification Number [redacted]

By signing below, the above named Corporation agrees that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) the Deposit Agreement and Disclosures, (2) the Business Schedule of Fees, (3) the Miscellaneous Fees for Business Accounts and the Corporation further acknowledges the receipt of these documents.

Substitute Form W-9. Certification-**Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).**

Certification Instructions
You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Form W-9).

☐ Exempt (check if applicable)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Name (typed or printed)	Title	Signature
1. SONIA FALCONE	PRESIDENT	
2.		
3.		
4.		
5.		

I, the undersigned, hereby certify (1) I am the Secretary or Assistant Secretary of the Corporation named above, (2) the above named person(s) are those person(s) currently empowered to act under the Corporate resolutions authorizing this account and the other banking services provided for therein, (3) that the title and specimen signature set forth opposite the name of each person are true and genuine, and (4) [illegible] Form W-9 certification.

This 15 day of August 2002.

Secretary/Assistant Secretary

ATM/Deposit/Check Card Request

Provided that the account referenced above is eligible to receive automated teller machine cards and/or Check Cards, I (as authorized by the resolutions which authorize this account) hereby request the issuance of such cards to any of the authorized signers on this account.

Signature

Title

Bank Information

Date 08/15/2002

Banking Center Name LINCOLN SCOTTSDALE

Associate's Phone Number 480-367-2506

Associate's Name MAX J HERNANDEZ

NAZ
96 14-900EM 08-2001

ph44585 on D330-44585-7600 with DISTILLER
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BANK OF AMERICA REQUESTS CONFIDENTIAL TREATMENT

NAME	ACCOUNT NUMBER	OPEN	CLOSE
Gasper Devita	0002 3395 9118	09/96	04/05
Gasper Devita	0002 5492 3494	12/98	04/00
Gasper Devita	0046 5166 8839	07/02	07/03
Gasper Devita	0046 7267 1180	06/00	11/03
Pierre J. Falcone & Gasper Devita	0002 7220 6530	03/98	03/07
Pierre Falcone Sr.	0002 7220 7883	03/98	04/01
Pierre Falcone Sr.	0083 3701 3122	10/97	Safe Deposit Box
Pierre J. Falcone	0000 7676 1391	03/89	07/07
Pierre J. Falcone	0002 3951 3328	01/98	07/07
Sonia M. Falcone	0002 7392 8383	01/99	01/03
Sonia M. Falcone	0002 7245 0445	06/98	02/01
Sonia M. Falcone	0002 5773 3203	07/99	07/07
Sonia M. Falcone	0002 5492 3451	12/98	07/07
Sonia M. Falcone	0002 7220 7365	02/98	07/07
Sonia M. Falcone	0008 4603 5538	09/94	07/07
Sonia M. Falcone	0082 5643 2084	12/99	Safe Deposit Box
Sonia M. Falcone	0082 5602 8151	11/00	Safe Deposit Box
Sonia M. Falcone & Perrine Falcone	0002 5492 3478	12/98	04/00
Sonia M. Falcone & Eugenia Falcone	0002 5492 3397	12/98	07/07
Monthigne Corp.	004671882187	04/00	06/06
Iris Mendez de Montero	0046 7426 9956	12/00	04/09
Iris Mendez de Montero	0002 7245 0445	06/98	02/01
Iris Mendez de Montero	0046 7077 1642	02/01	03/01
Iris Mendez de Montero	0046 7509 4560	12/00	01/01
Iris Mendez de Montero	0065 2002 6080 0065	08/98	11/02
Iris Mendez de Montero	0091 0000 3332 1545	01/01	02/01
Vincente Falcone	0002 7477 6027	03/99	05/04
Vincente Falcone	0046 5902 3450	05/05	07/07
Vincente Falcone	4024 2120 1476 7987	04/01	08/07
Vincente Falcone	4356 8800 1453 2789	05/04	07/07
Vincente Falcone	0000 7676 1391	03/89	07/07
Vincente Falcone	0083 3701 3122	10/97	11/07
Vincente Falcone	0002 7477 6027	03/99	05/04
Vincente Falcone	0046 5167 0047	08/02	03/07
Vincente Falcone	0046 7076 9382	04/01	05/04
Vincente Falcone	0046 7427 0385	01/01	10/03
Vincente Falcone	0046 7748 2837	02/02	04/02

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1383

BAC-PSI 07505

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Bank of America

MASTER AGREEMENT AND IRS CERTIFICATION STATEMENT
PERSONAL DEPOSIT ACCOUNTS

You begin a deposit account relationship with us by giving us information about yourself and by signing below. We enter the information on our computer system. For most accounts, we give you a VERSATEL® Card, which you may use to identify yourself at our branches. You may use your card for VERSATEL Services if you request a personal identification number (PIN). The written information we give you is part of this agreement and tells you the current terms of our deposit accounts and VERSATEL Services. We may change these terms at any time. We inform you of changes that affect your rights and obligations.
If more than one person signs below, all accounts are held in joint tenancy with right of survivorship unless you specify another type of ownership here:

REDACTED

TAXPAYER IDENTIFICATION NUMBER (TIN) TO BE USED FOR DEPOSIT ACCOUNT TAX REPORTING PURPOSES: ___

(Check only one box if applicable)

- ☐ The signer whose TIN is listed above has been notified by the Internal Revenue Service that he/she is subject to backup withholding because of underreporting of interest or dividends.
- ☐ No signer is a citizen, resident, or doing business in the United States. Each signer represents that he/she is the/a beneficial owner of each account opened under this Master Agreement. Since all signers are considered Non-Resident Aliens under United States tax law, each signer is providing his/her permanent foreign address here:

❶ 6430 E Sierra Vista
Street Address — City, Province, Country, Postal Zone

❷ P. Valley Az 85253
Street Address — City, Province, Country, Postal Zone

❸
Street Address — City, Province, Country, Postal Zone

ACCOUNT NAME(S) Falcone Sonia

We may pay out funds on any one of the signatures below. Under penalties of perjury, each signer certifies that the taxpayer information above is correct and complete. Each signer also confirms that all other information given to us is correct and a copy of our FACTS book has been received. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

❶ X [signature] DATE 12.23.98
Signature
ID #1 AIC 272207365 ID #2 Azdl

REDACTED

❷ _____ DATE __/__/__
Signature
Social Security No. [redacted]
ID #1 _____

❸ _____ DATE __/__/__
Signature
Social Security No. ___ - __ - ____
ID #1 _____ ID #2 _____

PIN AUTHORIZATION - NEW ACCOUNT
I have selected a secret personal identification number (PIN) for my card.

❶ _____
VERSATEL Card Number
Cardholder Name: _____

❷ _____
VERSATEL Card Number
Cardholder Name: _____

❸ _____
VERSATEL Card Number
Cardholder Name: _____

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Bank of America Requests

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1383

BOA-PSI-00010

ph44585 on D330-44585-7600 with DISTILLER

568402.574

Account Information		Opened		Opening Deposit Amount	Date		Customer's Initials*
Type	Account #	Date	By		Closed	Superseded	
509	2549 2365 7	20			-		

TRUSTEE ACCOUNT/BENEFICIARY/POD INFORMATION:

Account #	Beneficiary Name	Birthdate	Customer's Initials*

List the account number and the beneficiary information associated with each account.

*Required to authorize additional account(s) and confirm designated beneficiary(ies).

DOCUMENTATION RECEIVED: (if applicable)

- ☐ Court Order
- ☐ Letters of Administration
- ☐ Letters of Conservatorship
- ☐ Letters of Guardianship
- ☐ Letters Testamentary
- ☐ Trust Agreement
- ☐ Power of Attorney
- ☐ Other

CHEXSYSTEMS VERIFICATION:

Date Verified: 12/16/98 By: _____

☐ No Record _____ ☐ Existing Customer Acct. # _____

☐ Hit Overridden By _____ ☐ Multiple Inq. Approved By: _____

ARIZONA UNIFORM TRANSFER TO MINORS ACT: *(check only one)*

☐ "Custodian for _____ until _____ for delivery of property to minor under the Arizona Uniform Transfers to Minors Act. I hereby direct you to release the funds in this account to _____ when he or she reaches the age of _____."

☐ "I certify that the custodial property was transferred by irrevocable gift and that the transfer is being made by the establishment of this account, or if the transfer was made earlier, that the transfer provided that the custodianship will continue until the minor reaches the age of _____."

☐ "I certify that the custodial property was transferred pursuant to a nomination under the Arizona Uniform Transfers to Minors Act, a will, or a trust, and the nomination, will, or trust provides that the custodianship will continue until the minor reaches the age of _____."

AND

"I certify that the custodial property was transferred by the irrevocable exercise of a power of appointment and that the transfer provides that the custodianship will continue until the minor reaches the age of _____.

FOR BANK USE ONLY Reviewed By: _____

ph44585 on D330-44585-7600 with DISTILLER

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568402.575

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Bank of America

MASTER AGREEMENT AND IRS CERTIFICATION STATEMENT
PERSONAL DEPOSIT ACCOUNTS

You begin a deposit account relationship with us by giving us information about yourself and by signing below. We enter the information on our computer system. For most accounts, we give you a VERSATEL® Card, which you may use to identify yourself at our branches. You may use your card for VERSATEL Services if you request a personal identification number (PIN). The written information we give you is part of this agreement and tells you the current terms of our deposit accounts and VERSATEL Services. We may change these terms at any time. We inform you of changes that affect your rights and obligations.

If more than one person signs below, all accounts are held in joint tenancy with right of survivorship unless you specify another type of ownership here:

TAXPAYER IDENTIFICATION NUMBER (TIN) TO BE USED FOR DEPOSIT ACCOUNT TAX REPORTING PURPOSES: REDACTED

(Check only one box if applicable)

☐ The signer whose TIN is listed above has been notified by the Internal Revenue Service that he/she is subject to backup withholding because of underreporting of interest or dividends.

☐ No signer is a citizen, resident, or doing business in the United States. Each signer represents that he/she is the/a beneficial owner of each account opened under this Master Agreement. Since all signers are considered Non-Resident Aliens under United States tax law, each signer is providing his/her permanent foreign address here:

❶ 6430 E Sierra Vista
Street Address — City, Province, Country, Postal Zone

❷ Phoenix Valley AZ 85253
Street Address — City, Province, Country, Postal Zone

❸
Street Address — City, Province, Country, Postal Zone

ACCOUNT NAME(S) [redacted] Perrine
Falcony Souza

We may pay out funds on any one of the signatures below. Under penalties of perjury, each signer certifies that the taxpayer information above is correct and complete. Each signer also confirms that all other information given to us is correct and a copy of our FACTS book has been received. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

❶ Signature: Mmor DATE 12 23 98
Name: Maria ID #2 SS# REDACTED

❷ Signature: Allen Falcony DATE 12,23,98
Social Security No. REDACTED
ID #1 AZ 027220736 5 ID #2

❸ Signature DATE / /
Social Security No. [redacted]
ID #1

PIN AUTHORIZATION - NEW ACCOUNT
I have selected a secret personal identification number (PIN) for my card.

❶ VERSATEL Card Number
Cardholder Name:

❷ VERSATEL Card Number
Cardholder Name:

❸ VERSATEL Card Number
Cardholder Name:

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BOA-PSI-00012

Bank of America Requests Confidential Treatment

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568402.576

Account Information		Opened		Opening Deposit Amount	Date		Customer's Initials*
Type	Account #	Date	By		Closed	Superseded	
SOCI	26 [illegible] 4	8	20				

TRUSTEE ACCOUNT/BENEFICIARY/POD INFORMATION:

Account #	Beneficiary Name	Birthdate	Customer's Initials*

List the account number and the beneficiary information associated with each account.

*Required to authorize additional account(s) and confirm designated beneficiary(ies).

DOCUMENTATION RECEIVED: (if applicable)

- ☐ Court Order
- ☐ Letters of Administration
- ☐ Letters of Conservatorship
- ☐ Letters of Guardianship
- ☐ Letters Testamentary
- ☐ Trust Agreement
- ☐ Power of Attorney
- ☐ Other:

CHEXSYSTEMS VERIFICATION:

Date Verified: 1-23-98 By: [illegible]

☑ No Record ☐ Existing Customer Acct. #

☐ Hit Overridden By ☐ Multiple Inq. Approved By:

ARIZONA UNIFORM TRANSFER TO MINORS ACT: *(check only one)*

☐ "Custodian for _____ until _____ for delivery of property to minor under the Arizona Uniform Transfers to Minors Act. I hereby direct you to release the funds in this account to _____ when he or she reaches the age of _____."

☐ "I certify that the custodial property was transferred by irrevocable gift and that the transfer is being made by the establishment of this account, or if the transfer was made earlier, that the transfer provided that the custodianship will continue until the minor reaches the age of _____."

☐ "I certify that the custodial property was transferred pursuant to a nomination under the Arizona Uniform Transfers to Minors Act, a will, or a trust, and the nomination, will, or trust provides that the custodianship will continue until the minor reaches the age of _____."

AND

"I certify that the custodial property was transferred by the irrevocable exercise of a power of appointment and that the transfer provides that the custodianship will continue until the minor reaches the age of _____."

FOR BANK USE ONLY Reviewed By: [illegible]

Bank of America Requests Confidential Treatment

BOA-PSI-00013

ph44585 on D330-44585-7600 with DISTILLER

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Bank of America

MASTER AGREEMENT AND IRS CERTIFICATION STATEMENT
PERSONAL DEPOSIT ACCOUNTS

You begin a deposit account relationship with us by giving us information about yourself and by signing below. We enter the information on our computer system. For most accounts, we give you a VERSATEL® Card, or, if you qualify, a VERSATEL® Check Card. You may use your card for VERSATEL® Services if you request a personal identification number (PIN). The written information we give you is part of your agreement with us and tells you the current terms of our deposit accounts and VERSATEL® Services. We may change the agreement at any time. We inform you of changes that affect your rights and obligations. If more than one person signs below, all accounts are held in joint tenancy with right of survivorship unless you specify another type of ownership here:

TAXPAYER INFORMATION: Each signer authorizes us, Bank of America, and our subsidiaries and affiliates to use this taxpayer identification number (TIN) for tax reporting purposes on each account opened under this agreement or opened with any of our subsidiaries or affiliates: (TIN)_____ REDACTED _____

Check only one box if applicable

☐ The signer whose TIN is listed above has been notified by the Internal Revenue Service that he/she is currently subject to backup withholding because of underreporting of interest or dividends.

☐ No signer is a citizen, resident, or doing business in the United States. Each signer represents that he/she is the/a beneficial owner of each account opened under this Master Agreement. Since all signers are considered Non-Resident Aliens under United States tax law, each signer is providing his/her permanent foreign address here:

● _____ Street Address _____ City, Province, Country, Postal Zone

● _____ Street Address _____ City, Province, Country, Postal Zone

● _____ Street Address _____ City, Province, Country, Postal Zone

In the Account Name(s) area below, print each owner's name. List the person whose taxpayer ID will be used for reporting purposes first.

ACCOUNT NAME(S) PERRINE FALCONE
SONIA FALCONE

We may pay out funds on any one of the signatures below. Under penalties of perjury, each signer certifies that the taxpayer information above is correct and complete. Each signer also confirms that all other information given to us is correct and a copy of our FACTS BOOK has been received. The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

● Signature [signature] Date 7.9.99
ID #1 _____ ID #2 _____

● Signature [signature] Date 7.9.99
Social Security No. REDACTED
ID #1 [redacted] ID [redacted] 3/2/2005

● Signature _____ Date ___/___/___
Social Security No. ☐☐☐ ☐☐ ☐☐☐☐
ID #1 _____ ID #2 _____

PIN AUTHORIZATION - NEW ACCOUNT

● VERSATEL® Card Number
Cardholder Name: _____

● VERSATEL® Card Number
Cardholder Name: _____

● VERSATEL® Card Number
Cardholder Name: _____

TEL 1003 AZ (8/98) Bank Of America NT&SA Recycled Paper

BOA-PSI-00016

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01056 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.578

ACCOUNT INFORMATION		OPENED		OPENING DEPOSIT AMOUNT	DATE		CUSTOMER'S INITIALS*
TYPE	ACCOUNT #	DATE			CLOSED	SUPERSEDED	
SAV	357733203	7/9/99					

TRUSTEE ACCOUNT/BENEFICIARY/POD INFORMATION:

ACCOUNT #	BENEFICIARY NAME	BIRTHDATE	CUSTOMER'S INITIALS*

List the account number and the beneficiary information associated with each account.

*Required to authorize additional account(s) and confirm designated beneficiary(ies)

DOCUMENTATION RECEIVED: *(if applicable)*

- ☐ Court Order
- ☐ Letters of Administration
- ☐ Letters of Conservatorship
- ☐ Letters of Guardianship
- ☐ Letters Testamentary
- ☐ Trust Agreement
- ☐ Power of Attorney
- ☐ Other:

CHEXSYSTEM VERIFICATION:

Date Verified: 1-8-99 By: R Sutter

☐ No Record 1997 AZ ☐ Existing Customer Acct. #:

☐ Hit Overridden By 1981 AA ☐ IA/Ripple Inc. Approved By:

ARIZONA UNIFORM TRANSFER TO MINORS ACT: *(check only one)*

☐ "Custodian for _____ until _____ for delivery of property to minor under the Arizona Uniform Transfers to Minors Act. I hereby direct you to release the funds in this account to _____ when he or she reaches the age of _____."

☐ "I certify that the custodial property was transferred by irrevocable gift and that the transfer is being made by the establishment of this account, or if the transfer was made earlier, that the transfer provided that the custodianship will continue until the minor reaches the age of _____."

☐ "I certify that the custodial property was transferred pursuant to a nomination under the Arizona Uniform Transfers to Minors Act, a will, or a trust, and the nomination, will, or trust provides that the custodianship will continue until the minor reaches the age of_____."

AND

☐ "I certify that the custodial property was transferred by the irrevocable exercise of a power of appointment and that the transfer provides that the custodianship will continue until the minor reaches the age of _____."

FOR BANK USE ONLY	Reviewed By: _____ Unit #: _____

BOA-PSI-00017

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01057 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.579

= Redacted by the Permanent Subcommittee on Investigations

Bank of America

MASTER AGREEMENT AND IRS CERTIFICATION STATEMENT
PERSONAL DEPOSIT ACCOUNTS

You begin a deposit account relationship with us by giving us information about yourself and by signing below. We enter the information on our computer system. For most accounts, we give you a VERSATEL® Card, which you may use to identify yourself at our branches. You may use your card for VERSATEL Services if you request a personal identification number (PIN). The written information we give you is part of this agreement and tells you the current terms of our deposit accounts and VERSATEL Services. We may change these terms at any time. We inform you of changes that affect your rights and obligations.
If more than one person signs below, all accounts are held in joint tenancy with right of survivorship unless you specify another type of ownership here:

TAXPAYER IDENTIFICATION NUMBER (TIN) TO BE USED FOR DEPOSIT ACCOUNT TAX REPORTING PURPOSES: 000 00 0000

(Check only one box if applicable)

☐ The signer whose TIN is listed above has been notified by the Internal Revenue Service that he/she is subject to backup withholding because of underreporting of interest or dividends.

☐ No signer is a citizen, resident, or doing business in the United States. Each signer represents that he/she is the/a beneficial owner of each account opened under this Master Agreement. Since all signers are considered Non-Resident Aliens under United States tax law, each signer is providing his/her permanent foreign address here:

1. Street Address: 6430 E Sierra Vista Dr — City, Province, Country, Postal Zone: PV. Az 85253
2. Street Address: 602-951-2701 — City, Province, Country, Postal Zone:
3. Street Address: — City, Province, Country, Postal Zone:

ACCOUNT NAME(S) Falcone, Pierre J
Delita, Gaspar

We may pay out funds on any one of the signatures below. Under penalties of perjury, each signer certifies that the taxpayer information above is correct and complete. Each signer also confirms that all other information given to us is correct and a copy of our FACTS book has been received. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

1. X Signature — DATE 3.9.98
ID #1 — ID #2 A/C 272207365

2. X Gaspar Delita — DATE 3.9.98
Signature
Social Security No. REDACTED
ID #1 REDACTED 413-2001 ID #2 [redacted]

3. Signature — DATE 10-98
Social Security No. ___ - ___ - ___
ID #1 — ID #2

PIN AUTHORIZATION - NEW ACCOUNT
I have selected a secret personal identification number (PIN) for my card.

1. VERSATEL Card Number [redacted]
Cardholder Name:

2. VERSATEL Card Number
Cardholder Name:

3. VERSATEL Card Number
Cardholder Name:

615-7560000 4-97 Bank Of America NT&SA Recycled Paper

BOA-PSI-00018

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

568402.580

Account Information		Opened		Opening Deposit Amount	Date		Customer's Initials*
Type	Account #	Date	By		Closed	Superseded	
dda	272206530	3/9/98		5000			

TRUSTEE ACCOUNT/BENEFICIARY/POD INFORMATION:

Account #	Beneficiary Name	Birthdate	Customer's Initials*

List the account number and the beneficiary information associated with each account.

*Required to authorize additional account(s) and confirm designated beneficiary(ies).

DOCUMENTATION RECEIVED: (if applicable)

- ☐ Court Order
- ☐ Letters of Administration
- ☐ Letters of Conservatorship
- ☐ Letters of Guardianship
- ☐ Letters Testamentary
- ☐ Trust Agreement
- ☐ Power of Attorney
- ☐ Other:

CHEXSYSTEMS VERIFICATION:

Date Verified: 3/9/98 By: [signature]

☐ No Record ☐ Existing Customer Acct. # _____

☐ Hit Overridden By _____ ☐ Multiple Inq. Approved By: _____

ARIZONA UNIFORM TRANSFER TO MINORS ACT: *(check only one)*

☐ "Custodian for _____ until _____ for delivery of property to minor under the Arizona Uniform Transfers to Minors Act. I hereby direct you to release the funds in this account to _____ when he or she reaches the age of _____."

☐ "I certify that the custodial property was transferred by irrevocable gift and that the transfer is being made by the establishment of this account, or if the transfer was made earlier, that the transfer provided that the custodianship will continue until the minor reaches the age of _____."

☐ "I certify that the custodial property was transferred pursuant to a nomination under the Arizona Uniform Transfers to Minors Act, a will, or a trust, and the nomination, will, or trust provides that the custodianship will continue until the minor reaches the age of _____."

AND

"I certify that the custodial property was transferred by the irrevocable exercise of a power of appointment and that the transfer provides that the custodianship will continue until the minor reaches the age of _____."

FOR BANK USE ONLY Reviewed By: [signature] FOR BANK USE ONLY

BOA-PSI-00019

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

568402.581

Bank of America.

BANK OF AMERICA, N.A. (THE "BANK")

Personal Signature Card with Substitute Form W-9

Account Number 0002 7220 7366

☐ Temporary Signature Card (deposit accounts only)

Account Type INTEREST CHECKING

Account Title SONIA MONTERO FALCONE

By signing below, I/we acknowledge and agree that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) if this account is a deposit account, the Deposit Agreement and Disclosures, the Personal Schedule of Fees, and the Miscellaneous Fees for Personal Accounts, and (2) if this account is a Line of Credit, the Line of Credit Agreement and Disclosures. Furthermore, I/we acknowledge the receipt of these documents. By signing below, I/we also acknowledge and agree that the signature(s) will serve as verification for any transaction in connection with this account, any Line of Credit checks which I/we may sign, and as the certification (set forth below) of the taxpayer identification number to which I/we want interest reported.

Substitute Form W-9. (Required only for Deposit Accounts) Certification- **Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).**

Certification Instructions

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Form W-9).

☒ Individual ☐ Joint with Right of Survivorship ☐ POD ("Payable on Death") ☐ Joint without Right of Survivorship

If owner wishes the Bank to omit "POD" designation from account title, initial here:_____. Owner acknowledges that, per federal regulations, this omission means the account will be insured by the FDIC collectively with any other individual accounts of owner at the Bank to the maximum amount permitted by law, and separate insurance as a "POD" account will not be provided.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Tax Identification Number	Report Interest On	Signature	ATM/Check Card Requested ? * (Deposit Accounts Only)
1. REDACTED	☒		☐
2.	☐		☐
3.	☐		☐
4.	☐		☐
5.	☐		☐

* By checking the box marked "ATM/Check Card Requested?", I/we hereby request an Automatic Teller Machine Card and/or a Check Card.

IF THIS ACCOUNT IS A POD ACCOUNT, COMPLETE THE FOLLOWING SECTION:

I/We name the following person(s) as beneficiaries or POD Payees of this account, superseding any prior designations:

POD Payee's Name

POD Payee's SSN

POD Payee's Present Telephone Number

POD Payee's Present Address

POD Payee's Name

POD Payee's SSN

POD Payee's Present Telephone Number

POD Payee's Present Address

(Please notify the Bank of any subsequent changes of POD payees' address or telephone.)

71-14-8008M 08-2001 NAE

Page 1 of 2

Bank of America Requests Confidential Treatment

BOA-PSI-00020

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01060 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.592

Bank Information

Customer 1

Name

Review Information

Customer 2

Name

Review Information

Customer 3

Name

Review Information

Customer 4

Name

Review Information

Customer 5

Name

Review Information

Date 08/06/2003 Banking Center Name LINCOLN SCOTTSDALE

Associate's Phone Number 480-367-2506 Associate's Name MARK FLORES

Page 2 of 2

BOA-PSI-00021

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01061 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.583

= Redacted by the Permanent Subcommittee on Investigations

Bank of America

MASTER AGREEMENT AND IRS CERTIFICATION STATEMENT
PERSONAL DEPOSIT ACCOUNTS

You begin a deposit account relationship with us by giving us information about yourself and by signing below. We enter the information on our computer system. For most accounts, we give you a VERSATEL® Card, which you may use to identify yourself at our branches. You may use your card for VERSATEL Services if you request a personal identification number (PIN). The written information we give you is part of this agreement and tells you the current terms of our deposit accounts and VERSATEL Services. We may change these terms at any time. We inform you of changes that affect your rights and obligations.

If more than one person signs below, all accounts are held in joint tenancy with right of survivorship unless you specify another type of ownership here:

TAXPAYER IDENTIFICATION NUMBER (TIN) TO BE USED FOR DEPOSIT ACCOUNT TAX-REPORTING PURPOSES: W-8

(Check only one box if applicable)

☐ The signer whose TIN is listed above has been notified by the Internal Revenue Service that he/she is subject to backup withholding because of underreporting of interest or dividends.

☑ No signer is a citizen, resident, or doing business in the United States. Each signer represents that he/she is the/a beneficial owner of each account opened under this Master Agreement. Since all signers are considered Non-Resident Aliens under United States tax law, each signer is providing his/her permanent foreign address here:

1. 6468 E. Luna Vista Dr. P.V. AZ
   Street Address — City, Province, Country, Postal Zone
2. Street Address — City, Province, Country, Postal Zone
3. Street Address — City, Province, Country, Postal Zone

ACCOUNT NAME(S) Pierre Falcone

We may pay out funds on any one of the signatures below. **Under penalties of perjury, each signer certifies that the taxpayer information above is correct and complete.** Each signer also confirms that all other information given to us is correct and a copy of our FACTS book has been received. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

1. X [signature] DATE 3/31/98
   Signature
   ID #1 [redacted] ID #2 [redacted]
2. DATE / /
   Signature
   Social Security No. [redacted]
   ID #1 ID #2
3. DATE / /
   Signature
   Social Security No. - -
   ID #1 ID #2

PIN AUTHORIZATION - NEW ACCOUNT

I have selected a secret personal identification number (PIN) for my card.

1. [redacted]
   VERSATEL Card Number
   Cardholder Name:
2. VERSATEL Card Number
   Cardholder Name:
3. VERSATEL Card Number
   Cardholder Name:

815-7590000 4-97 Bank Of America NT&SA

BOA-PSI-00022

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

568402.584

Account Information		Opened		Opening Deposit Amount	Date		Customer's Initials*
Type	Account #	Date	By		Closed	Superseded	
DDA	323-207883	3-7-98	[illegible]	5000.			

TRUSTEE ACCOUNT/BENEFICIARY/POD INFORMATION:

Account #	Beneficiary Name	Birthdate	Customer's Initials*

List the account number and the beneficiary information associated with each account.

*Required to authorize additional account(s) and confirm designated beneficiary(ies).

DOCUMENTATION RECEIVED: (If applicable)

- ☐ Court Order
- ☐ Letters of Administration
- ☐ Letters of Conservatorship
- ☐ Letters of Guardianship
- ☐ Letters Testamentary
- ☐ Trust Agreement
- ☐ Power of Attorney
- ☐ Other:

CHEXSYSTEMS VERIFICATION:

Date Verified: _____ By: _____

☐ No Record _____ ☐ Existing Customer Acct. #: 272642463

☐ Hit Overridden By _____ ☐ Multiple Inq. Approved By: _____

ARIZONA UNIFORM TRANSFER TO MINORS ACT: *(check only one)*

☐ "Custodian for _____ until _____ for delivery of property to minor under the Arizona Uniform Transfers to Minors Act. I hereby direct you to release the funds in this account to _____ when he or she reaches the age of _____."

☐ "I certify that the custodial property was transferred by irrevocable gift and that the transfer is being made by the establishment of this account, or if the transfer was made earlier, that the transfer provided that the custodianship will continue until the minor reaches the age of _____."

☐ "I certify that the custodial property was transferred pursuant to a nomination under the Arizona Uniform Transfers to Minors Act, a will, or a trust, and the nomination, will, or trust provides that the custodianship will continue until the minor reaches the age of _____."

AND

"I certify that the custodial property was transferred by the irrevocable exercise of a power of appointment and that the transfer provides that the custodianship will continue until the minor reaches the age of _____."

FOR BANK USE ONLY Reviewed By: _____

BOA-PSI-00023

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01063 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.585

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

Personal Signature Card with Substitute Form W-9

Account Number 0002 7245 0445

☐ Temporary Signature Card (deposit accounts only)

Account Type INTEREST CHECKING

Account Title IRIS MENDEZ DE MONTERO
SONIA M FALCONE

By signing below, I/we acknowledge and agree that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) if this account is a deposit account, the Deposit Agreement and Disclosures, the Personal Schedule of Fees, and the Miscellaneous Fees for Personal Accounts, and (2) if this account is a Line of Credit, the Line of Credit Agreement and Disclosures. Furthermore, I/we acknowledge the receipt of these documents. By signing below, I/we also acknowledge and agree that the signature(s) will serve as verification for any transaction in connection with this account, any Line of Credit checks which I/we may sign, and as the certification (set forth below) of the taxpayer identification number to which I/we want interest reported.

Substitute Form W-9. (Required only for Deposit Accounts) Certification- **Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding.**

Certification Instructions

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Substitute Form W-9 in the Deposit Agreement and Disclosures).

☒ Individual ☐ Joint with Right of Survivorship ☐ POD ("Payable on Death") ☐ Joint without Right of Survivorship

If owner wishes the Bank to omit "POD" designation from account title, initial here:_____. Owner acknowledges that, per federal regulations, this omission means the account will be insured by the FDIC collectively with any other individual accounts of owner at the Bank to the maximum amount permitted by law, and separate insurance as a "POD" account will not be provided.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Tax Identification Number	Report Interest On	Signature	ATM/Check Card Requested ? * (Deposit Accounts Only)
1. [redacted]	☒	Iris Montero	☐
2.	☐		☐
3.	☐		☐
4.	☐		☐
5.	☐		☐

* By checking the box marked "ATM/Check Card Requested?", I/we hereby request an Automatic Teller Machine Card and/or a Check Card.

IF THIS ACCOUNT IS A POD ACCOUNT, COMPLETE THE FOLLOWING SECTION:

I/We name the following person(s) as beneficiaries or POD Payees of this account, superseding any prior designations:

POD Payee's Name

POD Payee's SSN POD Payee's Present Telephone Number

POD Payee's Present Address

POD Payee's Name

POD Payee's SSN POD Payee's Present Telephone Number

POD Payee's Present Address

(Please notify the Bank of any subsequent changes of POD payees' address or telephone.)

71-14-8008M 6-1999 NAZ

Page 1 of 2

BOA-PSI-00024

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01064 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.566

Bank Information

Customer 1

Name

Review Information

Customer 2

Name

Review Information

Customer 3

Name

Review Information

Customer 4

Name

Review Information

Customer 5

Name

Review Information

Date 12/28/2000 Banking Center Name CAREFREE

Associate's Phone Number 480-927-6430 Associate's Name WILLIAM THOMPSON

Page 2 of 2

BOA-PSI-00025

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01065 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.587

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Bank of America

MASTER AGREEMENT AND IRS CERTIFICATION STATEMENT
PERSONAL DEPOSIT ACCOUNTS

You begin a deposit account relationship with us by giving us information about yourself and by signing below. We enter the information on our computer system. For most accounts, we give you a VERSATEL® Card, or, if you qualify, a VERSATEL® Check Card. You may use your card for VERSATEL® Services if you request a personal identification number (PIN). The written information we give you is part of your agreement with us and tells you the current terms of our deposit accounts and VERSATEL® Services. We may change the agreement at any time. We inform you of changes that affect your rights and obligations. If more than one person signs below, all accounts are held in joint tenancy with right of survivorship unless you specify another type of ownership here:

TAXPAYER INFORMATION: Each signer authorizes us, Bank of America, and our subsidiaries and affiliates to use this taxpayer identification number (TIN) for tax reporting purposes on each account opened under this agreement or opened with any of our subsidiaries or affiliates: (TIN) REDACTED

(Check only one box if applicable)
☐ The signer whose TIN is listed above has been notified by the Internal Revenue Service that he/she is currently subject to backup withholding because of underreporting of interest or dividends.
☐ No signer is a citizen, resident, or doing business in the United States. Each signer represents that he/she is the/a beneficial owner of each account opened under this Master Agreement. Since all signers are considered Non-Resident Aliens under United States tax law, each signer is providing his/her permanent foreign address here:

1. Street Address 6430 E Sierra Vista
2. Street Address Paradise Valley AZ 85253 City, Province, Country, Postal Zone
3. Street Address [redacted] City, Province, Country, Postal Zone

In the Account Name[redacted] purposes first.

ACCOUNT NAME(S) MARIA MANUELA [redacted]
SONIA M. FALCONE

We may pay out funds on any one of the signatures below. Under penalties of perjury, each signer certifies that the taxpayer information above is correct and complete. Each signer also confirms that all other information given to us is correct and a copy of our FACTS BOOK has been received. The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding:

1. Signature [signature] Date 1/21/99
ID #1 [redacted] REDACTED ID [redacted]
2. Signature [signature] Date 1/21/99
Social Security No. REDACTED
ID #1 ID #2
3. Signature Date ___/___/___
Social Security No.
ID #1 ID #2

PIN AUTHORIZATION - NEW ACCOUNT

1. [redacted]
VERSATEL® Card Number
Cardholder Name:

2. VERSATEL® Card Number
Cardholder Name:

3. VERSATEL® Card Number
Cardholder Name:

TEL-1608 AZ (8/96) Bank Of America NT&SA Recycled Paper

BOA-PSI-00026

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01066 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.598

ACCOUNT INFORMATION		OPENED		OPENING DEPOSIT AMOUNT	DATE		CUSTOMER'S INITIALS*
TYPE	ACCOUNT #	DATE	BY		CLOSED	SUPERSEDED	
DDA	273928383	1/21/99	Q	2000.			

TRUSTEE ACCOUNT/BENEFICIARY/POD INFORMATION:

ACCOUNT #		BENEFICIARY NAME	BIRTHDATE	CUSTOMER'S INITIALS*

List the account number and the beneficiary information associated with each account.

*Required to authorize additional account(s) and confirm designated beneficiary(ies)

DOCUMENTATION RECEIVED: *(if applicable)*

- ☐ Court Order
- ☐ Letters of Administration
- ☐ Letters of Conservatorship
- ☐ Letters of Guardianship
- ☐ Letters Testamentary
- ☐ Trust Agreement
- ☐ Power of Attorney
- ☐ Other:

CHEXSYSTEMS VERIFICATION:

Date Verified: 1/21/99 By: [illegible]

☐ No Record 1998 FI ☐ Existing Customer Acct. #: 272207365

☐ Hit Overridden By _____ ☐ Multiple Inq. Approved By: _____

ARIZONA UNIFORM TRANSFER TO MINORS ACT: *(check only one)*

☐ "Custodian for _____ until _____ for delivery of property to minor under the Arizona Uniform Transfers to Minors Act. I hereby direct you to release the funds in this account to _____ when he or she reaches the age of _____."

☐ "I certify that the custodial property was transferred by irrevocable gift and that the transfer is being made by the establishment of this account, or if the transfer was made earlier, that the transfer provided that the custodianship will continue until the minor reaches the age of _____."

☐ "I certify that the custodial property was transferred pursuant to a nomination under the Arizona Uniform Transfers to Minors Act, a will, or a trust, and the nomination, will, or trust provides that the custodianship will continue until the minor reaches the age of _____."

AND

☐ "I certify that the custodial property was transferred by the irrevocable exercise of a power of appointment and that the transfer provides that the custodianship will continue until the minor reaches the age of _____."

FOR BANK USE ONLY Reviewed By: [illegible] Unit # 2281

BOA-PSI-00027

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01067 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.589

= Redacted by the Permanent Subcommittee on Investigations

Bank of America

Account Record *(Continued on Back)*

TIN 00074 0000 SSN ☐ EIN ☐ Supercedes Card Dated

Acct Type	Account No.	Date Opened	Opened By	Opening Deposit	NSF Limit/Code
WA	8410035530	11 7/04	SAD	$ 45.000	
[redacted]		/ /	[redacted]	[redacted]	
		/ /			

Identification 3/97

1.a [redacted] 1.b [redacted]

2.a 2.b 2/97

Manager Signature Override Date

VERSATEL® Card Information *(Completed by the Bank)* [redacted]

Card 1 [redacted]

VC PW & DES07ST 9479 1550 Count 205481

Card 2 PW & DES07ST Count

Issue VERSATEL Cards to: ☐ Applicant ☐ Co-applicant or Spouse ☐ Both

Reporting Information and Certification

Under penalties of perjury, I certify by signing on line 1:

1. That the number shown on the Signature Card is my correct Taxpayer Identification Number and:
2. That I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Instructions:
You must strike out the language in number 2 if you have been notified that you are subject to backup withholding due to notified payee underreporting and if you have not received a notice from the Internal Revenue Service that your backup withholding has terminated. (Also, see signing the Certificate under Specific Instructions on instruction form provided.)

☐ No signer is a citizen, resident or doing business in the United States, and is not subject to withholding. All account signors have completed a "Certificate of Foreign Status" (Form W-8).

Name(s) of Account Holder(s)

Sonia M. Falcone or Pierre J. Falcone

Signature Card *By signing below, I/we agree to the terms on this application and in the materials you have given me/us.*

Account Ownership ☐ Individual ☐ Joint Tenants ☐ Community Property ☐ Tenants in Common ☐ Fiduciary ☐ Formal Trust ☐ Informal Trust

1. [signature] Date / / S.S.#
2. [signature] Date / / S.S.#
3. [signature] Date / / S.S.#
4. Date / / S.S.#

☐ Additional Signatures on Separate Card

BOA-PSI-00028

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

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Chex Systems Verification

Date ☐ No Hit ☐ Hit

Called By

Officer Approval for Hit

Account Record *(Continued from Front)*

Account Type	Account No.	Date Opened	Opened By	Date C/S/T	NSF/Code
		/ /		/ /	/
		/ /		/ /	/
		/ /		/ /	/
		/ /		/ /	/
		/ /		/ /	/
		/ /		/ /	/
		/ /		/ /	/
		/ /		/ /	/

Beneficiary

Name of 1st Beneficiary S.S.#

Street Address Apartment No.

City State Zip Code

Name of 2nd Beneficiary S.S.#

Street Address Apartment No.

City State Zip Code

Bank of America Requests Confidential Treatment

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Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

5208

Safe Deposit Box Lease Agreement

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Name: PIERRE J FALCONE	Social Security Number	
Name: SONIA M FALCONE	Social Security Number	Birthdate
Name/Address: 6430 E SIERRA VISTA DR	I.D. No. (For Primary Owner)	Relationship
Address	Home Phone: 480602-[redacted]	Business Phone
City, State, Zip: PARADISE VALLEY AZ 85253-4351	Business/Occupation of Primary Owner	
Eye Color	Height	Birthplace
Father's Name	Mother's Maiden Name	

Designation Of Ownership

☐ Sole Owner ☐ Joint Tenant With Right of Survivorship

☐ Last Named Person Is Additional Signatory (For Power of Attorney Only)

☐ Other: _____

Subject to the Safe Deposit Box Rules and Regulations furnished on separate copy and incorporated by reference into this Safe Deposit Box Lease Agreement (the "Lease"), BANK OF AMERICA, N.A. Lessor, hereby leases the above indicated Box to the Lessee(s) for an initial term of one year commencing as of the date hereof, and thereafter from year to year until this Lease is terminated as provided. The amount of the Lease shall be as indicated above unless Lessor notifies the Lessee(s) in writing prior to any lease anniversary date that the annual rental for the next year shall be different. The Lessee(s) by signing this Lease, accept(s) this Lease pursuant to the terms hereof and hereby acknowledges receipt of two keys to such Box and a copy of the Safe Deposit Box Rules and Regulations for said Box.

Payment Authorization

☒ Check if you want annual rentals automatically charged against your account as indicated below:

You are hereby authorized to charge my ☒ checking ☐ savings account number 000076761391 for safe deposit rental payments in accordance with the above schedule. This authority is to remain in effect until revoked by me in writing, and it is agreed that until you actually receive such notice of revocation you shall be fully protected in making any such charge.

Name of Non-Individual Box Lessor (Business Name)	By: Signature of Non-Individual Box Representative	Title of Non-Individual Box Representative
Individual Box Lessor Signature	Individual Box Lessor Signature	Authorized Signature

Surrender Box

Safe deposit box number 008256432084 in the vault of the Lessor located at _____ banking center in _____ (city/state), with _____ keys is hereby surrendered. All liability of the Lessor is hereby released.

Lessor Signature	Bank Authorized Signature	Date

The Bank is hereby authorized to recognize the signatures listed on the reverse side for transaction of business. The Bank is also authorized to make inquiries, credit or otherwise, necessary to process the account. The Bank is authorized to accept owner(s) requests per telephone conversations, however, the Bank will not be liable for the consequences of such transactions. All transactions on any accounts now or hereafter existing with the Bank shall be governed by the rules and regulations in effect from time to time which govern accounts of this type.

NAZ
71-14-9000M 6-1999

Permanent Subcommittee on Investigations
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Bank of America Requests

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Safe Deposit Box Lease
Individuals and Fiduciaries – Lease Agreement

Branch # 8334

Lessee(s) Name
1. Monsieur Pierre Falcone
2. Madame Vinciente Falcone
3.
4.

MAILING ADDRESS
CITY STATE ZIP
PHONE # 000-00-0000
PRIMARY LESSEE TIN

CHARGE ACCOUNT ANNUALLY FOR SAFE DEPOSIT BOX RENT ☒ YES ☐ NO
Acct. No. 07676139
Customer Signature
Billing Date 10/15/57
Date Opened
Box No. 1312
Box Size 9x10
Caution Code Prima
Annual Rental 63.75
Tax 4.49
68.26

LESSEE(S) NAME
Falcone, Pierre or Vinciente Box No. 1312

The undersigned lease the safe deposit box, numbered hereon, from Bank of America NT&SA, in accordance with the contract and rules on the reverse which we have read and to which we agree. Receipt of two (2) keys is acknowledged.

SIGNATURE OF LESSEE(S)
1.
2.
3.
4.

BANK OF AMERICA
By
Branch DV Station

Box Surrender

BOA-PSI-00039

Bank of America Requests Confidential Treatment

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AML Case # 2007014988 (Investigated by REDACTED
Subjects:

Antonio Mbakassy
Banco Nacional de Angola
Pierre Falcone
Sonia Falcone
Gasper Devita
Falcon Oil Co.
MSA Inc
Roy Furmark
Vincente Falcone
Eugine Falcone
Perrine Falcone
Lany Sicalo
Gerardo Sicalo
Rachel Devita
Kristi Deison
Gerald James
Phillip Sanders
Carey Doolittle
Chuck Vignati
Riviera Pool Care
Monthigne Corp
Josee-Lyne Falcone

Investigation into this matter predicated upon receipt of information from Bank of America's (BofA) monitoring process. Bank of America identified accounts held and/or controlled by individuals and entities that have been named in various news articles as being involved in : arms sales; diamond smuggling and other illegal activities. A search of Bank of America's records' systems revealed accounts for the following individuals: Pierre Falcone; Sonia Falcone; Gasper Devita; Vincent Falcone and Josee-Lyne Falcone.

Pierre Falcon (no tax identification number) opened his Bank of America account relationship on or about 03/21/1989. Bank records reflect that a US Passport was given as part of account opening documentation with number REDACTED . An internet search of various public domain and third party sources revealed the following information: Falcone; (www.inthesetimes.com; Issue 26/04) was the man at the center of "Angolagate" as the French press dubbed the oil for arms scandal, and has extensive American ties. Falcone's primary residence is an estate in Paradise Valley, Arizona, where he and his wife, Sonia, a former Miss Bolivia International, are active in local political and community affairs.

Pierre Falcone holds the following accounts with Bank of America: a checking numbered 78761391 that opened 03/99; a savings numbered 239513328 that opened 01/98; a safe deposit box numbered 8256432084 that opened 12/99 and another safe deposit box numbered 8337013122 that opened on 10/97.

The first box, a large 10" x 10", was opened at the Lincoln Scottsdale Banking Center in Scottsdale, AZ. The second box, a large 9" x 10" was opened 8 miles away at the Paradise Valley Banking Center in Phoenix, AZ. Writer reviewed the two deposit accounts and the following information was revealed.

The first checking account 000076761391 was opened 03/21/1989 and titled Pierre J. Falcone (and) Vincente Falcone c/o Josee-Lyne Falcone. Account records noted that the last deposit was

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on 07/08/2004 in the amount of $255,158.34. This was a wire from Sonia Falcone from Coutts Private Banking. The wire funded two checks payable to Sonia Falcone with "household account" noted in the memo field. The checks were numbered 3206 and 3215 in the amount of $100,000.00 each.

Sonia Falcone (TIN: REDACTED) holds the following accounts with Bank of America:

Credit Card: REDACTED ; Opened 08/91; Bal as of 04/09/07: $11,756.78.

Credit Card: REDACTED ; Opened 03/98; Bal. as of 04/09/07: $26,593.52.

Savings : 254923397; Opened 03/98; Bal. as of 04/09/07: $ 126.08
Savings : 254923451; Opened 12/98; Bal. as of 04/09/07: $ 122.79
Savings : 257733203; Opened 07/99; Bal. as of 04/09/07 $ .25-
Checking: 272207365; Opened 02/98; Bal. as of 04/09/07 $ 10,693.46
Checking: 846035538; Opened 09/94; Bal. as of 04/09/07 $ 530.40

A review of Bank of America's wire transfer system revealed that from 03/13/2003 to 04/04/2007 Sonia Falcone has received 22 wires that totaled $4,960,794.67 and sent 48 wires that totaled $1,201,459.50. Several wires were from an entity in Angola named P.J.F. (perhaps Pierre J. Falcone). Complete wire detail is stored in writer's electronic file.

Of note; Sonia Falcone holds a 10" x 15" Safe Deposit Box numbered 8256028151 that opened 11/28/00 and a 10' x 10' Safe Deposit Box numbered 8256432084 that opened 12/10/99. These boxes were opened and maintained at the Lincoln Scottsdale Banking Center. These, combined with Pierre Falcone's boxes, total 4 large safe deposit boxes owned by the Falcone couple.

A further search of Bank of America's books and records revealed an entity named Monthigne Corporation. Arizona corporate records list this as a dissolved corporation. The CEO was Sonia Falcone and Bank of America held a business checking account numbered 004671882187 that opened 04/07/2000 and closed 06/30/2006. Bank wire records revealed 20 incoming wires that totaled $4,424,750.00 from 03/04/2003 to 02/10/2005.

The following text lists examples of the incoming wires:

Rego Holding Inc sent a wire to Monthigne Corporation for $199,975.00 on 9/22/2003.
Culmen Investment sent 7 wires totaling $949,580.00.
AALL Trust & Banking Corp sent 9 wires totaling $2,465,000.00 to Monthigne. The AALL wires originated from Bank of Butterfield-Cayman Islands and reference "b/o Apollo LLC ref Valley Trust".

Sonia Falcone also owns a health and wellness company named Essante Corporation. Although Bank of America holds no accounts for Essante, wire records revealed several transactions to Essante at other banks. These wires all originated from Sonia's BofA account # 846035538. They are :

6/3/2003, a $1,000.00 wire to Essante Corp at Zions First National Bank from Sonia Montero Falcone's BofA acct -5538.
5/13/2003 a $14,000.00 wire to Essante Corp at Zions First National Bank from Sonia Montero Falcone's same acct -5538.
4/10/2003, a $13,000.00 wire to Essante Corp at Zions First National Bank from Sonia Montero Falcone's same BofA acct -5538.

Vincent Falcone (TIN: REDACTED) with a date of birth of 12/04/1922, has a familial relationship to Pierre Falcone and a Josie-Lyne Falcone (Boudreault). A search of Bank records revealed

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that aside from the Safe Deposit Box and checking account, supra, with Pierre Falcone, Vincente Falcone also holds the following account :
A checking account numbered 004659023450 titled " Vincente Falcone POA Josee-Lyne Falcone c/o Josee-Lyne Falcone " with a Canadian address of 1275 St. Viateur, Montreal, QC, H2V1Z2. Bank of America's wire research system provided the following wire transfers to Vincente Falcone.

Date	Amount	Originator	Originator Bank
6/17/2004	$200,000.00	AALL Trust Banking	Bank of Butterfield
4/21/2005	$9,988.00	Louis Boudreault	RBC Montreal
5/26/2005	$9,988.00	Louis Boudreault	RBC Montreal
6/13/2005	$9,988.00	Louis Boudreault	RBC Montreal
7/5/2005	$9,988.00	Louis Boudreault	RBC Montreal
7/22/2005	$14,988.00	Louis Boudreault	RBC Montreal
8/23/2005	$14,988.00	Louis Boudreault	RBC Montreal
10/5/2005	$9,988.00	Louis Boudreault	RBC Montreal
10/14/2005	$4,988.00	Louis Boudreault	RBC Montreal
10/25/2005	$9,988.00	Louis Boudreault	RBC Montreal
11/22/2005	$9,988.00	Louis Boudreault	RBC Montreal
12/13/2005	$4,988.00	Louis Boudreault	RBC Montreal
12/23/2005	$14,988.00	Louis Boudreault	RBC Montreal
12/28/2005	$9,988.00	Louis Boudreault	RBC Montreal
1/27/2006	$9,988.00	Louis Boudreault	RBC Montreal
2/15/2006	$9,988.00	Louis Boudreault	RBC Montreal
5/2/2006	$9,988.00	Louis Boudreault	RBC Montreal
6/1/2006	$4,988.00	Louis Boudreault	RBC Montreal
6/15/2006	$9,988.00	Louis Boudreault	RBC Montreal
7/11/2006	$9,988.00	Louis Boudreault	RBC Montreal
7/17/2006	$19,988.00	Louis Boudreault	RBC Montreal

Total: $409,760.00

One person, linked to Pierre Falcone through various public source articles, named Antonio Mbakassy, held a Bank of America checking account numbered 4122790566, that opened 08/2000 and closed 01/2001.

Gasper Devita (TIN: REDACTED); another one of Pierre Falcone's associates holds VISA credit card numbered REDACTED that opened 02/97 with a balance as of 04/09/07 of $3,439.05. Of note: Devita held now closed account numbered 000272206530 (opened 03/09/1998, closed 03/06/07) jointly with Pierre Falcone, Vincente Falcone, and Josee-Lyne Falcone.

The following associates of Pierre Falcone could not be identified as Bank of America customers without additional information. A man named Rakesh Saxena (no tax ID) with a possible date of birth of 07/13/1952 (www.Wikipedia.com) born in Indore, India. Currently, Saxena is awaiting extradition from Canada to Thailand for the $88,000,000.00 embezzlement from the Bangkok Bank of Commerce in Thailand. Saxena holds no accounts with Bank of America; but a search of wire transfers revealed a transaction through a correspondent bank.

On 01/11/2007; a $3,614.70 wire to Rakesh Saxena at Toronto Dominion Bank from same-name sender at Citibank (Dubai, UAE).

An African Business article from May 2001 revealed that the aforementioned "Angolagate" along with Pierre Falcone involved: Marc Rich ; Arkadi Gaydamak; Glencore AG (formerly Marc Rich AG) and Jean-Christophe Mitterand (former French President Francois Mitterand's son). Angolagate was the alleged " oil for weapons " scandal in Angola where French and Angolan

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authorities state that Falcone and Gaydamak arranged the supply of Russian made weapons in an "arms for oil" deal worth approximately $600,000,000.00.

The deal was backed with financial support from the French Bank "Paribas". Angolan President Jose Esuardo dos Santos stood behind Gaydamak and Falcone and called them "heroes to Angola". Jean-Chrisophe Mitterand was the French "Advisor to African Affairs" under his father. Charges against Jean-Christophe included an admitted receipt of $1.8 million into a Swiss Bank account. According to public source media articles Glencore AG facilitated the movement of the oil (this was in 1993 - one year before Marc Rich sold his shares). Glencore AG is no longer under Marc Rich's control, and Rich has not been charged in this case to date. Marc Rich was pardoned for tax fraud by former President Bill Clinton upon leaving office in January 2001.

There were no accounts found for Arkadi Gaydamak or Jose Eduardo dos Santos. Glencore AG holds no open accounts with Bank of America.

REDACTED REDACTED
There were 63 wire transfers that totaled $10,040,463.01 from 03/03/2003 to 04/04/2007 to accounts owned and/or controlled by members of the Falcone family.

REDACTED

REDACTED

AML Case # 2007025689 (Investigated by REDACTED
Subjects:

Pierre Falcone
Sonia Montero-Falcone
Vincente Falcone
Josee-Lyne Falcone

This investigation is a follow up to a previous investigation REDACTED
In the previous case Bank of America staff identified accounts held and/or controlled by individuals and entities that have been named in arms sales; diamond smuggling and other illegal activities. A search of Bank of America's books and records revealed accounts for the following individuals; PIERRE FALCONE; SONIA FALCONE; VINCENTE FALCONE and JOSEE-LYNE FALCONE. The previous investigation covered transactions from 03/03/2003 through 04/04/2007. This investigation continued the investigation and account review from 04/05/2007 through 08/16/2007. Accounts closed prior to 04/05/2007 are not part of this review.

Pierre Falcon (TIN: n/a)

Background

fALCONE opened his Bank of America account relationship on or about 03/21/1989. Bank records reflect that a US Passport was given as part of account opening documentation with number REDACTED . An internet search of various public domain and third party searches revealed the following information. FALCONE; (www.inthesetimes.com; issue 28/04) was the

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man at the center of "Angolagate", as the French press dubbed the oil for arms scandal, has extensive American ties. Falcone's primary residence is an estate in Paradise Valley, Arizona.

Accounts

Safe Deposit Box numbered 8256432084 that opened 12/10/99
Safe Deposit Box numbered 8337013122 that opened 10/15/97 and closed 08/01/07

Checking account numbered 76761391 that opened 03/21/89 and closed 07/31/07
Savings account numbered 239513328 that opened 01/02/98 and closed 07/17/07

Safe Deposit Box detail

The first box 8256432084, a large 10 x 10 was opened at the Lincoln Scottsdale Banking Center in Scottsdale, AZ. This account is titled PIERRE J FALCONE (SONIA FALCONE is a co-owner).

The second box 8337013122, a large 9 x 10 was opened 8 miles away at the Paradise Valley Banking Center in Phoenix, AZ. This account was titled by PIERRE FALCONE C/O JOSEE-LYNE FALCONE.

Account Activity

000076761391 Regular Checking

REDACTED This was the closing transaction which resulted in a cashier's check in the amount of $3,746.07. This check was payable to PIERRE J FALCONE (and) VINCENTE FALCONE C/O JOSEE-LYNE FALCONE and mailed to 1275 ST VIATEUR, MONTREAL, QC, H2V1Z2, CANADA.

000239513328 Money Market Savings

This account had one customer initiated transaction on 07/17/2007 in the amount of $196.92. This was a transfer to account 000272207365 (SONIA MONTERO FALCONE). There were several other small (<$0.05) interest payments.

SONIA FALCONE (TIN: REDACTED)

Background

SONIA FALCONE is the wife of Pierre Falcone and a former Miss Bolivia International. Sonia Falcone also owns a health and wellness company named Essante Corporation. SONIA FALCONE was also involved with a company named Monthigne Corporation. Arizona corporate records list this as a dissolved corporation. The records revealed the CEO was SONIA FALCONE. SONIA FALCONE is very active in political and community affairs.

Accounts

Safe Deposit Box numbered 8256432084 that opened 12/10/99
Safe Deposit Box numbered 8256028151 that opened 11/28/00 and closed 07/17/07
Credit Card REDACTED that opened 08/2791 and closed 07/17/07
Credit Card REDACTED that opened 03/30/98 and closed 06/29/07
Savings 254923397 that opened 12/23/98 and closed 07/17/07
Savings 254923451 that opened 12/16/98 and closed 07/17/07
Savings 257733203 that opened 07/09/99 and closed 07/17/07
Checking 846035538 that opened 09/07/94 and closed 07/23/07

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Checking 272207365 that opened 02/13/98 and closed 07/31/07

254923397 Regular Savings

This account had only closing transactions since previous report. The closing funds, in the amount of $196.15, were transferred on 07/17/07 to account ending 7365, supra.

254923451 Regular Savings

This account had closing only transactions that totaled $197.86 through 07/17/2007. These funds were transferred to account ending 7365, supra.

257733203 Regular Savings

This account had closing only transactions that totaled $99.76 through 07/17/2007. These funds were transferred to account ending 7365, supra.

846035538 Myaccess Checking

There were 19 credits to the account that totaled $283,783.84. These credits consisted of two large deposits a wire and other nominal deposits.

7/12/2007	Deposit	$14,197.50	check drawn on Stuart Title & Trust
7/02/2007	Deposit	$209,284.72	check drawn on Land America Title
6/26/2007	Wire	$17,500.00	Originator: URSULA C JORGENSEN

The deposits funded 158 debits that totaled $284,314.24 that included the closing cash withdrawal of $22,237.89. There were four wires from this account.

7/10/2007	$44,000.00	BNF:BEVERLY LOAN COMPANY INC at BofA
6/26/2007	$2,350.00	BNF:CLASS SERVICE at BANCO MERCANTILE
7/10/2007	$3,000.00	BNF:LORENA NEIBAUR at WASHINGTON MUTUAL
7/10/2007	$1,500.00	BNF:GENE MINSHALL at ZIONS FIRST NATIONAL

There was one large electronic transfer to account ending 7365 on 07/10/2007 in the amount of $120,000.00. The rest of the debits were retail purchases at high end stores, cash withdrawals and restaurant purchases.

272207365 Interest Checking

This account had 10 large credits to the account that totaled $1,339,344.98.

BankDate	Description	DepositAmt	Note	
7/20/2007	Credit	$28,432.14	cashier's checks ""	
7/20/2007	Credit	$38,856.84	cashier's check ""	7/17/2007
Credit	$120,000.00	ck from Land America Lawyers Title		7/10/2007
Transfer	$120,000.00	from Falcone acct: 846035538		7/6/2007
Credit	$255,156.00	ck from a Craig Jackson @ Wells Fargo		6/29/2007
Credit	$17,500.00	cashier's check (no remitter) @ Wells		
Fargo				
6/27/2007	Transfer	$10,000.00	from Falcone acct: 846035538	
6/4/2007	Credit	$50,000.00	ck from Beverly Loan Company	
5/31/2007	Credit	$149,700.00	ck from Beverly Loan Company	
4/12/2007	Credit	$549,700.00	ck from Beverly Loan Company	

BAC-PSI 07625

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** The cashier's checks were purchased by SONIA FALCONE and re-deposited to her account as they were "not used for purpose intended".

These credits funded the closing debits as well as numerous checks to individuals. There were 435 checks and other debits in this 3 month period leading to the account closure. These debits totaled $1,370,320.48. The debits paid American Express bills, prepaid legal services, insurance premiums and several dozen individuals and entities to include: Jonathan Daniel; Blue Cross Blue Shield; Single; Arcadia Pool; Qwest; Arizona Storage Inn; Amber Hills; Samuel Diaz and others. A detailed listing maintained with electronic file.

VINCENTE FALCONE (TIN: REDACTED)

Background

Bank records revealed that VINCENTE FALCONE's Date Of Birth of 12/04/1922. A public records search revealed that she is mother to PIERRE FALCONE's and to JOSEE-LYNE FALCONE (BOUDREAULT).

Accounts

A search of Bank records revealed that aside from the Safe Deposit Box and checking account, supra, with PIERRE FALCONE; VINCENTE FALCONE also holds one account.

Checking account numbered 004659023450 titled VINCENTE FALCONE POA JOSEE-LYNE FALCONE C/O JOSEE-LYNE FALCONE with a Canadian address of 1275 St. Viateur, Montreal, QC, H2V1Z2.

Activity

004659023450

This account had limited activity. There were two Alltel payments for $149.69 and $150.75 on 04/02/07 and 05/01/07 respectively. The other transaction was a closing debit in the amount of $16,309.88. This debit was a cashier's check forwarded to the names and address listed on the account captioned above.

REDACTED

There were 10 large credits that totaled $1,339,344.98 from 04/12/07 to 07/20/07 to accounts owned and/or controlled by PIERRE FALCONE and SONIA FALCONE. There is ongoing investigation into any individuals or entities linked financially to the Falcone family. REDACTED
REDACTED

REDACTED

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Supercedes

Bank of America

MASTER AGREEMENT
PERSONAL DEPOSIT ACCOUNTS

You begin a deposit account relationship with us by giving us information about yourself and by signing below. We enter the information on our computer system.
For most accounts, we give you a VERSATEL® Card, which you may use to identify yourself at our branches. The written information we give you is part of this agreement and tells you the current terms of our deposit accounts. We may change these terms at any time with 30 days notice. We inform you of changes that affect your rights and obligations. You or we can end this banking relationship at any time.
If more than one person signs below, all accounts are held in joint tenancy with right of survivorship unless you specify another type of ownership here:

TAXPAYER IDENTIFICATION NUMBER (TIN) TO BE USED
FOR DEPOSIT ACCOUNT TAX REPORTING PURPOSES: _____
(Check one box only if appropriate)
☐ The signer whose TIN is listed above has been notified by the Internal Revenue Service that he/she is subject to backup withholding because of underreporting of interest or dividends.
☐ No signer is a citizen, resident, or doing business in the United States. Since all signers are considered Non-Resident Aliens under United States tax law, each signer is providing his/her permanent foreign address here and has signed a "Certificate of Foreign Status" (Form W-8).

1 X500 E. Asker Dr. Scottsdale AZ 85260
STREET ADDRESS — CITY, PROVINCE, COUNTRY, POSTAL ZONE
2 _____
STREET ADDRESS — CITY, PROVINCE, COUNTRY, POSTAL ZONE
3 _____
STREET ADDRESS — CITY, PROVINCE, COUNTRY, POSTAL ZONE

ACCOUNT NAME(S): FALCONE, Pierre J.
FALCONE, Pierre

We may pay out funds on any one of the signatures below (unless you specify another number here ____).
Under penalties of perjury, each signer certifies that the taxpayer information above is correct and complete. Each signer also confirms that all other information given to us is correct and a copy of our FACTS book has been received. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

1 X _____ DATE 01/02/97
SIGNATURE
ID #1 _____ ID #2 _____

2 X _____ DATE 01/02/97
SIGNATURE
ID #1 passport [redacted] ID #2 _____

3 X 0008337 463#000076761391 DATE / /
SIGNATURE
ID #1 _____

PIN AUTHORIZATION - NEW ACCOUNT
I have selected a secret personal identification number (PIN) for my card.

VERSATEL CARD NUMBER — PVV ____ DESOFST ____ COUNT ____
ISSUED TO

VERSATEL CARD NUMBER — PVV ____ DESOFST ____ COUNT ____
ISSUED TO

FOR BANK USE ONLY

REVIEWED BY

815-7580000 (6/96)

PLEASE FILL OUT REVERSE SIDE
Bank of America Arizona Member FDIC

Recycled Paper

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1393

Bank of America Requests (

BOA-PSI-00004

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01079 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.601

ACCOUNT INFORMATION		OPENED		OPENING DEPOSIT AMOUNT	DATE CLOSED	CUSTOMER(S) AUTHORIZATION TO ADD NEW ACCOUNT RECEIVED BY
TYPE	ACCOUNT #	DATE	BY			
DDA	07676B91	1/2/96	CMW	Supercedes		1/2/96
		3/21/89				

TRUSTEE ACCOUNT / BENEFICIARY INFORMATION

ACCOUNT #	BENEFICIARY NAME	BIRTHDATE	CUSTOMER'S INITIALS

List the account number and the beneficiary information associated with each account.

*Required to confirm designated beneficiary(ies).

Documentation Received: (if applicable) ☐ Court Order ☐ Letters of Administration ☐ Letters of Conservatorship ☐ Letters of Guardianship ☐ Letters of Testamentary ☐ Trust Agreement

CHEXSYSTEMS VERIFICATION

Date Verified 1/2/96 By CW

☒ No Record _____ ☐ Existing Customer Acct.# _____

☐ Hit Overridden By _____ ☐ Multiple Inq. Approved By _____

Uniform Transfer to Minors Act: Check only one.

☐ "Custodian for _____ until _____ for delivery of property to minor under the Arizona Uniform Transfers to Minors Act. I hereby direct you to release the fund in this account to _____ when he or she reaches the age of _____."

☐ "I certify that the custodial property was transferred by irrevocable gift and that the transfer is being made by the establishment of this account, or if the transfer was made earlier, that the transfer provided that the custodianship will continue until the minor reaches the age of _____."

☐ "I certify that the custodial property was transferred pursuant to a nomination under the Arizona Uniform Transfers to Minors Act, a will, or a trust, and the nomination, will, or trust provides that the custodianship will continue until the minor reaches the age of _____."

AND

"I certify that the custodial property was transferred by the irrevocable exercise of a power of appointment and that the transfer provides that the custodianship will continue until the minor reaches the age of _____."

BOA-PSI-00005

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01080 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.602

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Bank of America

BANK OF AMERICA, N.A. (THE "BANK")

Personal Signature Card with Substitute Form W-9

Account Number 0002 7477 6027

☐ Temporary Signature Card (deposit accounts only)

Account Type REGULAR CHECKING

Account Title VINCENTE FALCONE

POD JOSEE-LYNE FALCONE

POD PIERRE FALCONE

1/27 13

By signing below, I/we acknowledge and agree that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) if this account is a deposit account, the Deposit Agreement and Disclosures, the Personal Schedule of Fees, and the Miscellaneous Fees for Personal Accounts, and (2) if this account is a Line of Credit, the Line of Credit Agreement and Disclosures. Furthermore, I/we acknowledge the receipt of these documents. By signing below, I/we also acknowledge and agree that the signature(s) will serve as verification for any transaction in connection with this account, any Line of Credit checks which I/we may sign, and as the certification (set forth below) of the taxpayer identification number to which I/we want interest reported.

Substitute Form W-9. (Required only for Deposit Accounts) Certification- **Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding.**

Certification Instructions

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Substitute Form W-9 in the Deposit Agreement and Disclosures).

☒ Individual ☐ Joint with Right of Survivorship ☐ POD ("Payable on Death") ☐ Joint without Right of Survivorship

If owner wishes the Bank to omit "POD" designation from account title, initial here: _____. Owner acknowledges that, per federal regulations, this omission means the account will be insured by the FDIC collectively with any other individual accounts of owner at the Bank to the maximum amount permitted by law, and separate insurance as a "POD" account will not be provided.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Tax Identification Number	Report Interest On	Signature	ATM/Check Card Requested ? * (Deposit Accounts Only)
1. 500-00-0000	☒		☐
2.	☐		☐
3.	☐		☐
4.	☐		☐
5.	☐		☐

COPY

* By checking the box marked "ATM/Check Card Requested?", I/we hereby request an Automatic Teller Machine Card and/or a Check Card.

IF THIS ACCOUNT IS A POD ACCOUNT, COMPLETE THE FOLLOWING SECTION:

I/We name the following person(s) as beneficiaries or POD Payees of this account, superseding any prior designations:

JOSEE LYNE FALCONE
POD Payee's Name

not a US Citizen — 514-[redacted]
POD Payee's SSN — POD Payee's Present Telephone Number

1275 Saint Via Tour Montreal Canada 82V3P5
POD Payee's Present Address

PIERRE FALCONE
POD Payee's Name

not a US Citizen — 480 [redacted]
POD Payee's SSN — POD Payee's Present Telephone Number

6430 E Sunia Vista Dr Paradise Valley AZ 85253.
POD Payee's Present Address

(Please notify the Bank of any subsequent changes of POD payees' address or telephone.)

Page 1 of 2

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1396

Bank of America Requests C

BOA-PSI-05705

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01081 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.603

Bank Information

Customer 1

Name

Review Information

Customer 2

Name

Review Information

Customer 3

Name

Review Information

Customer 4

Name

Review Information

Customer 5

Name

Review Information

Date 04/27/2001 Banking Center Name CAREFREE

Associate's Phone Number 480-537-6430 Associate's Name RACHEL DEVITA

Page 2 of 2

Bank of America Requests Confidential Treatment

BOA-PSI-05706

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01082 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.604

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01083 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

A Vincente Falcone

1	PAYMT TRN [redacted] FT STATUS COM EXCEPTION ~
2	DR PARTY [redacted] TYP CAS INSTR DT 2004-04-13 ADVISE BY
3	AMOUNT 200000.00 USD VALUE DT 2004-04-13 MSG CHG
4	COMM CHG FUNDS S POST DT CBL AMT
5	CRN 32292 DIV-REGION-DIST
6	NAME/ADDRESS ORDERING CUSTOMER
7	BANK OF BUTTERFIELD INTERNATIONAL AALL TRUST AND BANKING CORP LTD
8	(CAYMAN) LIMITED
9	P.O. BOX 705
10	GEORGETOWN, CAYMAN ISLANDS
11	ORDERING BANK
12	
13	
14	
15	
16	CR/PAY [redacted] TYP ABA INSTR DT 2004-04-13 ADVISE BY
17	AMOUNT 200000.00 USD VALUE DT 2004-04-13 MSG CHG
18	COMM CHG FUNDS S POST DT CBL AMT
19	CRN DIV-REGION-DIST
20	NAME/ADDRESS ACCOUNT WITH BANK
21	BANK OF AMERICA, N.A. /000 274 776 027
22	N.Y. BRANCH MRS VINCENTE O. FALCONE
23	100 WEST 33RD STREET
24	NEW YORK NEW YORK 10001
25	ULTIMATE BENEFICIARY BANK TO BANK INFO
26	
27	
28	
29	
30	
31	DETAILS OF PAYMENT
32	/REF:TRUST DISTRIBUTION FROM VALLEY//TRUST
33	
34	STORE SEQ # XREF TRNS :
35	SENDER SEQ #
36	STORE TIME
37	RLSE TIME
38	IMAD [redacted]
39	OMAD

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1396

BNYM 009106

568402.605

A Vincente Falcone

```
INSERTED TIME    15.48.21.91          DATE    2004-04-13
VERIFIED TIME    15.48.21.91          DATE    2004-04-13
PRE/EARLY ADV
FUNDS RLSE TM    15.48.21.93          DATE    2004-04-13
  --- DOCUMENTS ---        --DF--VR1--VR2--SRV--          -TYPE-----CART-----FRAME--
                                                          SRCE      000000   000000
                                                          FTJRN     000000   000000
                          --CAN--RRTE--

PAYMT TRN [redacted]      FT STATUS COM       EXCEPTION        ~
DR PARTY [redacted]          TYP   CAS     INSTR DT 2004-06-17  ADVISE BY
          AMOUNT       200000.00   USD     VALUE DT 2004-06-17  MSG CHG
          COMM CHG            FUNDS S       POST DT              CBL AMT
          CRN [redacted]                    DIV-REGION-DIST
NAME/ADDRESS                                ORDERING CUSTOMER
BANK OF BUTTERFIELD INTERNATIONAL           AALL TRUST AND BANKING CORP LTD
(CAYMAN) LIMITED
P.O. BOX 705
GEORGETOWN, CAYMAN ISLANDS
                                            ORDERING BANK

CR/PAY [redacted]            TYP   ABA     INSTR DT 2004-06-17  ADVISE BY
          AMOUNT       200000.00   USD     VALUE DT 2004-06-17  MSG CHG
          COMM CHG            FUNDS S       POST DT              CBL AMT
          CRN                               DIV-REGION-DIST
NAME/ADDRESS                                ACCOUNT WITH BANK
BANK OF AMERICA, N.A.                       /00 4659 0234 50
N.Y. BRANCH                                 MRS VINCENTE O. FALCONE
100 WEST 33RD STREET
NEW YORK NEW YORK 10001
ULTIMATE BENEFICIARY                        BANK TO BANK INFO
```

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BNYM 009107

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01084 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.606

ph44585 on D330-44585-7600 with DISTILLER

A Vincente Falcone

```
DETAILS OF PAYMENT

STORE SEQ #                                XREF TRNS :
SENDER SEQ #
STORE TIME
RLSE TIME
IMAD                [redacted]
OMAD
INSERTED TIME    16.40.29.28          DATE    2004-06-17
VERIFIED TIME    16.40.29.28          DATE    2004-06-17
PRE/EARLY ADV
FUNDS RLSE TM    16.40.29.31          DATE    2004-06-17
  --- DOCUMENTS ---        --DE--VR1--VR2--SRV--          -TYPE-----CART-----FRAME--
                                                          SRCE      000000   000000
                                                          FTJRN     000000   000000
                          --CAN--RRTE--

PAYMT TRN [redacted]          FT STATUS COM        EXCEPTION
DR PARTY [redacted]           TYP   CAS      INSTR DT 1999-11-16  ADVISE BY
          AMOUNT        200000.00   USD      VALUE DT 1999-11-18  MSG CHG
          COMM CHG             FUNDS S       POST DT              CBL AMT
          CRN       [redacted]               DIV-REGION-DIST
NAME/ADDRESS                                ORDERING CUSTOMER
BANQUE INT'L A LUXEMBOURG S.A.              UN CLIENT
69 ROUTE D'ESCH
L-2953 LUXEMBOURG, LUXEMBOURG

                                            ORDERING BANK

CR/PAY [redacted]             TYP   ABA      INSTR DT 1999-11-16  ADVISE BY
          AMOUNT        200000.00   USD      VALUE DT 1999-11-18  MSG CHG
          COMM CHG             FUNDS S       POST DT              CBL AMT
          CRN                                DIV-REGION-DIST
NAME/ADDRESS                                ACCOUNT WITH BANK
BANKAMERICA CORPORATION                     BANK OF AMERICA
```

[redacted] = Redacted by the Permanent Subcommittee on Investigations

BNYM 009108

A Vincente Falcone

118	INTERNATIONAL DEPT	PARADISE VALLEY BR.
119	101 NORTH FIRST AVENUE	PHOENIX AZ 85032
120	PHOENIX, ARIZONA 85003	
121	ULTIMATE BENEFICIARY	BANK TO BANK INFO
122	[redacted]	/REC/OCMT/USD2C0000,/ /ACC/BR. NO.
123	MME VINCENTE FALCONE	02281
124		
125		
126		
127	DETAILS OF PAYMENT	
128		
129		
130	STORE SEQ # XREF TRNS :	
131	SENDER SEQ #	
132	STORE TIME	
133	RLSE TIME	
134	IMAD [redacted]	
135	OMAD	
136	INSERTED TIME 08.27.25.94 DATE 1999-11-16	
137	VERIFIED TIME 16.52.47.85 DATE 1999-11-17	
138	PRE/EARLY ADV	
139	FUNDS RLSE TM 08.35.16.54 DATE 1999-11-18	
140	--- DOCUMENTS --- --DF--VR1--VR2--SRV--	-TYPE-----CART-----FRAME--
141	BRAR L9CY	SECE [redacted] [redacted]
142		FTJRN [redacted] [redacted]
143	--CAN--RRTE--	
144		

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Global AML Operations

Reporting Information

Case #: **41123-145114** **Ready for Review:** **Yes**
Assigned To: **MMedeiros**

Reports Completion Indicators:

IR: **No** SAR: **N/A** SAR-SF: **N/A**

Corrected SAR: **No** Corrected SAR-SF: **N/A**

Date determined SAR reportable:
Date determined SAR-SF reportable:

Investigation Report Information

Management Narrative

Bank of America's Global Anti-Money Laundering Unit (GAMLO) reviews accounts identified by activity or relationships that may not be usual for that type of account. The accounts of Sonia M. Falcone, Pierre Falcone and the business entity named Monthigne Corp were reviewed at the request of the Lincoln Scottsdale Phoenix branch-banking center in Arizona. The banking center reported that on 10/14/04 the customer went to two different branches banking centers and made four cash withdrawals that totaled $10,800.00. The banking center believes the customer conducted these transactions in an attempt to avoid CTR reporting.

Internet research conducted for the customers located numerous posting and listings for both Sonia and Pierre Falcone who are husband and wife. Mrs. Falcone is a former beauty queen and Mr. Falcone a recognized international billionaire arms dealer with strong French connections. Falcone served as a consultant to the French agency SOFREMI that is in charge of exporting military equipment under the direction and by order of the French Interior Ministry. In this capacity, Falcone reportedly brokered numerous deals with Africa and South America through a company named Gaydamark, a company owned by a wealthy Russian billionaire and Falcone's business partner. Through Falcone's deals he because of his involvement and knowledge of the Arms for sale programs, Falcone developed a very close and tight relationship with the government of Angola, so much, that he was even granted citizenship. Also because of this close relationship, it was soon discovered that Falcone and the entity for which he held interest on Gaydamark was benefiting financially was well as in many other aspects such as diamonds and Oil. Falcone was brought before a French court on charges of corruption for which he was indicted and sentenced to one year in jail. Additional charges were brought against Falcone but none could be substantiated or proven. Falcone was released and now lives with his wife in the most expensive home ever sold in the state of Arizona. The Falcone's are at the top of the socialite elite and attend numerous benefit functions including donations to both political parties, the Democrats and the Republicans. Mrs. Falcone is one of the most sought out socialites in Arizona, with a circle an intimate wealthy circle of acquaintances and friends.

The accounts for the above customer's were reviewed from 12/17/03 to 07/13/05 and accounts activity totaled $17,077,646.79. Cash in activity totaled $5000.00 during the review period. The account reflects numerous incoming wires originated in France from entities that are directly related to the Falcone's. Incoming wires are also evident in what appears to be proceeds of real estate sales and from loans obtained through other financial institutions. Debits to the account also show outgoing wires, they were conducted to benefit the Beverly Loan Company, as well as individuals sharing the same last name as the Falcone's. Checks from the account show numerous inter-account transfers that reference 'house

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1397

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01087 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.609

account' or 'expenses'.

The activity for the accounts of the Falcone's is not unusual. Although Mr. Falcone appears to have been involved in the dealing and sale of Arms, the activity for the accounts at Bank of America shows activity that is normal for this type of high profile customer. The transaction reported by the branch-banking center appears to have been a one-time event.

No SAR

Case #41123-145114

Activity was allowed to happen and/or remained undetected because:

Not Applicable

Action taken and/or planned:

Not Applicable

Suspicious Activity Narrative

Suspicious Activity Report Information

Select Report Type: Initial Report

PART I - Reporting Financial Institution Information

*Name of Financial Institution:	Bank of America NA
Primary Federal Regulator:	OCC
Cost Center Number:	0008256
Cost Center Name:	LINCOLN SCOTTSDALE
Did the activity occur at this location?	Yes
Multiple Branches:	No
If cost center closed, date closed:	
1. Account Number affected (If any):	846035538
Is this account closed:	N/A
2. Account Number affected (If any):	272207365
Is this account closed:	N/A
3. Account Number affected (If any):	4671882187
Is this account closed:	N/A
4. Account Number affected (If any):	272206530
Is this account closed:	N/A

PART II - Suspect Information

Suspect Information Unavailable: No

Sonia m Falcone
6108 E Nauni Valley Drive
SSN: [redacted]
Paradise Valley, AZ 85253
Country: US
Phone number - residence:
Phone number - work:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01088 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.610

Occupation:
DOB: 03/27/1965
Admission, Confession?
Form of ID used:
ID#:
Issuing Authority:

Relationship to Financial Institution: Customer
Is the relationship an insider relationship?
If Yes, Specify - Still Employed at Financial Institution, Suspended, Terminated, Resigned:
Date of Suspension, Termination, Resignation:

Pierre Falcone
6108 E Nauni Valley Drive
SSN: [redacted]
Paradise City, AZ 85253
Country: US
Phone number - residence:
Phone number - work:
Occupation:
DOB:
Admission, Confession?
Form of ID used:
ID#:
Issuing Authority:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Relationship to Financial Institution: Customer
Is the relationship an insider relationship?
If Yes, Specify - Still Employed at Financial Institution, Suspended, Terminated, Resigned:
Date of Suspension, Termination, Resignation:

MONTHIGNE CORP
6108 E Nauni Valley Drive
SSN:
Paradise City, AZ 85253
Country: US
Phone number - residence:
Phone number - work:
Occupation:
DOB:
Admission, Confession?
Form of ID used:
ID#:
Issuing Authority:

Relationship to Financial Institution: Customer
Is the relationship an insider relationship?
If Yes, Specify - Still Employed at Financial Institution, Suspended, Terminated, Resigned:
Date of Suspension, Termination, Resignation:

PART III - Suspicious Activity Information

Date/range of suspicious activity from: 12/17/03
to: 07/13/05

Dollar amount involved: $17,077,646.79

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01089 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.611

Suspicious activity type: BSA/Structuring/Money Laundering
If Other (Describe):
Amount of loss known prior to recovery: $0.00
Dollar amount of recovery: $0.00
Law Enforcement Agency advised:
Agency Name (other Fed/State/Local):
1. Contact at Law Enforcement Agency:
Phone #:
2. Contact at Law Enforcement Agency:
Phone #:

PART IV - Contact for Assistance Information

Contact Name: Maria F. Medeiros
Date Prepared: 08/09/2005
Supplemental Subject Documents: No

Corrected SAR Information

Corrected SAR Loss: $0.00
Corrected SAR Recoveries: $0.00

SAR APPROVALS:

SAR Approved By:
SAR Approval Date:

Corrected SAR Approved By:
Corrected SAR Approval Date:

Suspicious Activity by the Securities and Futures Industries Narrative

Suspicious Activity by the Securities and Futures Industries Report Info

Known/Suspected Fraud Address Information

Edit History:

Rev.	Editor	Edit Date
0.	Grace B. Lee	11/23/2004 02:55:01 PM

** Only past two edits are shown*

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01090 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.612

WTX0010 Fulltran Report
PAGE 127118
WORK OF 10/08/04 BANK OF AMERICA - CONFIDENTIAL
RUN 10/19/04 03:07

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< < < AIX VERSION 1.2 > > > NORMAL DELIVERY

SENDER PARTY NOT ON FILE
SENDER'S ID [redacted]

*** Incoming message: NOT TESTED. ***

TRN REF #: 20041008-00034671

**** MESSAGE ENVELOPE **** (Bank : NCX)

SRC:FED CALLER: EXT:

RPT# AMT:315,000.00 CUR:USD TRDR#
TEST: DUE: TYP:FTR/ FNDS:S CHG:DB:N CD:N COM:N CBL:N

*DBT [redacted]
DEBIT VAL: 04/10/08
BANK OF NEW YORK
NEW YORK, NY

SNDR REF NUM:[redacted]
ORDERING BNK:/[redacted]
BANK OF BUTTERFIELD INTERNATIONAL
(CAYMAN) LIMITED
P.O. BOX 705
GEORGETOWN, CAYMAN ISLANDS
ORIG:
AALL TRUST AND BANKING CORP LTD

COT *D/AZX:004671882187 ADV:LTR
CREDIT VAL: 04/10/08
MONTHIGNE CORP
C/O SONIA FALCONE
6929 N. HAYDEN, SUITE C4 #626
SCOTTSDALE AZ 85250
ORIG TO BNF INFO:
/REF:BY ORDER APOLLO, LLC
//REF:VALLEY TRUST

{1100} Message Disposition:
Format Version: 02 (New expanded format)
Test Production Code: P (Production)
Msg Duplication Code: (Original incoming msg)
Msg Status Indicator: N (Incoming msg)

{1110} Acceptance Timestamp:
Date: 10/08
Time: 15:11
Application Id: FT01

{1120} OMAD:
Output cycle date: 2004/10/08
Output Destination Id: B6B7HU6R
Output sequence number: [redacted]
Output date: 10/08
Output time: 15:11
Output application Id: FT01

WTX0010 Fulltran Report
PAGE 127119
WORK OF 10/08/04 BANK OF AMERICA - CONFIDENTIAL
RUN 10/19/04 03:07

{1510} Type/Subtype Code:
Type Code: 10 (Transfer of funds)
Subtype Code: 00 (Regular transfer)

{1520} IMAD:
Input Cycle date: 2004/10/08
Input Source id: B1Q8153C
Input Sequence number: 004032

{2000} Amount: $315,000.00

{3100} Sending Bank:
ABA number: [redacted]
Short name: BK OF NYC
ABA lookup (AUX): BANK OF NEW YORK
NEW YORK, NY

{3320} Sender Reference: [redacted]

{3400} Receiving Bank:
ABA number: [redacted]
Short name: BK AMER NYC
ABA lookup (AUX): BANK OF AMERICA, N.A., NY
NEW YORK, NY

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1417

BOA-PSI-04054

Bank of America Requests Confidential Treatment

```
{3600} Business Function Code:          CTR (Customer transfer)

{4200} Beneficiary:                     D/4671882187
                                        MONTHIGNE CORPORATION

{5000} Originator:                      /
                                        AALL TRUST AND BANKING CORP LTD

{5100} Originator's Bank:               [redacted]6
                                        BANK OF BUTTERFIELD INTERNATIONAL
                                        (CAYMAN) LIMITED
                                        P.O. BOX 705
                                        GEORGETOWN, CAYMAN ISLANDS

{6000} Originator to Beneficiary Info: /REF:BY ORDER APOLLO, LLC
                                       //REF:VALLEY TRUST

    MESSAGE HISTORY SEQUENCE
-------------------------------
NCX is the owning bank. Priority:   Delivery ACK:
 WTX0010                                                Fulltran Report
  PAGE      127120
WORK OF 10/08/04                                  BANK OF AMERICA - CONFIDENTIAL
RUN 10/19/04 03:07

         REF_INDEX          REF #: [redacted]1   8-OCT-2004 15:11:08.87
         FEDSNAIN6          SEQ #: 26561  8-OCT-2004 15:11:08.88
         Memo: FED/[redacted]
         FEDIN6             SEQ #: 1334  8-OCT-2004 15:11:08.88
         FLASHRCV           ABA: 021000018  FED REF: FT50410080885000
                            IMAD: [redacted]
         FEDINQ         DEQ
         FEDIN_LOG          AMT: 315000.00 TIME:  8-OCT-2004 15:11:10.16
         ABA_INDEX          KEY: [redacted]
         *SYS_MEMO          CPD: BNF-Manipulated [redacted]
         *SYS_MEMO          CPD: Substituting [redacted] for BNF
         *SYS_MEMO          CPD: *ORIG1: MONTHIGNE CORPORATION
         SYS_MEMO           CVD:5 DVD:5 PSD:4 SSD:NOT DBD:1 CBD:1
         *GL__INQ_DBT
         CR_ANHQ        DEQ
         ANH_PDM_03         SEQ #: 653  8-OCT-2004 15:11:10.33 Info: P
         *SYS_MEMO          *ACCT: D/004671882187
         *SYS_MEMO          *ADR1: MONTHIGNE CORP
         *SYS_MEMO          *ADR2: C/O SONIA FALCONE
         *SYS_MEMO          *ADR3: 6929 N. HAYDEN, SUITE C4 #626
         *SYS_MEMO          *ADR4: SCOTTSDALE AZ  85250-0000
         *SYS_MEMO          00 - NORMAL - OPEN
         *SYS_MEMO          HOSTGET ADR 00 - NORMAL - OPEN
         *SYS_MEMO          HOSTGET ADR lookup and match succeeded.
         ANH_POST_03        SEQ #: 653  8-OCT-2004 15:11:11.25 Info: HOSTGET ADR
lookup and match succeeded.
         *SYS_MEMO          Stop_Check NO MATCH -  8-OCT-2004 15:11:11.26
AZX      DDA_CL__AUTQ  DEQ
* BEGIN DESTINATION *DST(1), DLV STATE:D
    RTE: /
    DST: ENQ///////
         Queue: NCX//GCP_PVT_Q
         GCP_PVT_Q      DEQ
         Memo: MAP (PAY)
         GCP_SRF            KEY: [redacted]
                            AMT: 315000.00 TIME:  8-OCT-2004 15:11:13.25
         GCP_OUT            SEQ #: 21419  8-OCT-2004 15:11:13.35 Info:
[redacted]                 FN
         GCP_SND            SEQ #: 21419  8-OCT-2004 15:11:13.35 Info:
[redacted]                 FN
         GCP_ACK            SEQ #: 21419  8-OCT-2004 15:11:17.51 Info:
[redacted]                +
* END DESTINATION
AZX      DDA_PDM_01         SEQ #: 748  8-OCT-2004 15:11:11.32 Info: PC
AZX      *SYS_MEMO          WRB Tran Region: SFAK WRB Correl ID: 100812111100088
AZX      *SYS_MEMO          BAL MEMO: IMP BAL: 323,852.00
AZX      DDA_POST_01        SEQ #: 748  8-OCT-2004 15:11:11.70 Info: PC
         Memo: Cdt posted with tran cd:  [redacted]
[redacted]
         PAYADVQ        DEQ
         PAYADV_LOG         OPRID: $$$PAY  TIME:  8-OCT-2004 15:11:11.80
AZX      PAYADV_LOG         OPRID: $$$PAY  TIME:  8-OCT-2004 15:11:11.80
         *FED_GL            SAM_DBT  AMOUNT: 315000.00
 WTX0010                                                Fulltran Report
  PAGE      127121
WORK OF 10/08/04                                  BANK OF AMERICA - CONFIDENTIAL
RUN 10/19/04 03:07

         *CROSS_CLR         SAM_CDT  AMOUNT: 315000.00
```

[redacted] = Redacted by the Permanent Subcommittee on Investigations

BOA-PSI-04055

Bank of America Requests Confidential Treatment

```
        SYSPRFBAL          PRF_GL_CDT  AMOUNT: 315000.00
AZX     *CROSS_CLR         SAM_DBT  AMOUNT: 315000.00
AZX     SYSPRFBAL          PRF_GL_DBT  AMOUNT: 315000.00
AZX     *NOF_BAL           SAM_CDT  AMOUNT: 315000.00
AZX     SYSPRFBAL          PRF_DDA_CDT  AMOUNT: 315000.00
* BEGIN DESTINATION AZX*DST(2), DLV STATE:S
    RTE: *D/AZX:004671882187
    DST: LTR/STM//////US
        NOT ON FILE ACCOUNTS
AZX     *CDT_CNF
* END DESTINATION
        DDA_BACKEND   ENQ TEXT: 2004100800034671
        GL_BACKEND    ENQ TEXT: 2004100800034671
* BEGIN DESTINATION *DST(3), DLV STATE:Q
    RTE: /
    DST: ENQ///////
        Queue: NCX//RGW01_OUTQ
        RGW01_OUTQ    DEQ
        RGW00_SRF          KEY: 0800034671013619
        RGW00_OUT          SEQ #: 13619  8-OCT-2004 15:11:12.05 Info:
[redacted]            F
        RGW00_SND          SEQ #: 13619  8-OCT-2004 15:11:12.05 Info:
[redacted]            F
        RGW00_ACK          SEQ #: 13619  8-OCT-2004 15:11:14.23 Info:
[redacted]            +
* END DESTINATION
```

[redacted] = Redacted by the Permanent Subcommittee on Investigations

BOA-PSI-04056

Bank of America Requests Confidential Treatment

Amount:	$275,000.00	Sequence Number:	3550513741
Account:	272207365	Capture Date:	10/12/2004
Bank Number:	54086010	Check Number:	0

SONIA M. FALCONE
6108 N. NAUNI VALLEY DRIVE
PARADISE VALLEY, AZ 85253

DATE 10/11/04

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

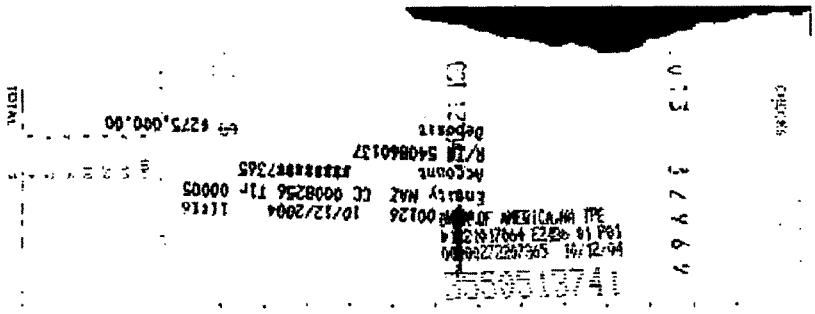
Bank of America

ACH R/T 122101706

CASH ▶
91-170/1221 AZ
8258

TOTAL ITEMS
SUBTOTAL ▶
LESS CASH ▶
NET DEPOSIT $ 275 000.00

⑆540860108⑆ 000272207365⑈ 5⑈0027500000⑈



Bank of America Requ

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1418

BOA-PSI-03827

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01094 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.616

Amount:	$275,000.00	Sequence Number:	3550513742
Account:	4671882187	Capture Date:	10/12/2004
Bank Number:	12210170	Check Number:	2593

Bank of America
ACH R/T 122101706

2593

MONTHIGNE CORP
6929 N. HAYDEN RD. STE. C4 #626
SCOTTSDALE, AZ 85250

91-170/1221 AZ
8258

10/8/2004

PAY TO THE ORDER OF Sonia Falcone 000272207365 $**275,000.00

Two Hundred Seventy-Five Thousand and 00/100********** DOLLARS

Sonia Falcone 000272207365

MEMO HOUSEHOLD EXPENSES

⑈002593⑈ ⑆122101706⑆ 004671882187⑈ ⑈0027500000⑈

Deposit only

BANK OF AMERICA,NA TPE
122101706 C2406 01 P01
000002722073 65 10/12/04
3550513742

Bank of America Requests Confidential Treatment

BOA-PSI-03828

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01095 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.617

BANKERS

Banco Nacional de Angola (Central Bank of Angola)

SWIFT

Bankersalmanac.com ID: 783

Head Office Details

Head Office:
PO Box 1298, Avenida 4 de Fevereiro, 151, Luanda, Luanda, Angola

Tel:	+244 222 333717
Fax:	+244 222 333717, 222 395885
Tlx:	3144 an, 3321 an
Tgms:	banang
Email:	bna.cri@ebonet.net
SWIFT/BIC:	BNAN AO LU
Reuters:	BNAL, BANA
Website:	http://www.bna.ao

Status

Ownership type:	Government Bank
Member of:	Association of African Central Banks, Southern African Development Community.
Activities:	Central Bank and Regulator.
Services include:	Bonds, Guarantees, International Settlements, Note Issue.
Office summary:	Branches: 6
Number of employees:	1,859.

History

Established November 5, 1976 to take over the Angolan activities of Banco de Angola. State Bank, Monetary and Foreign Exchange Authority

Ownership

Government of the Republic of Angola, 100% **View Group Structure**

Personnel

BOARD:

Chairman of the Board & Governor: Amadeu Maurício

Tel:	222 390579
Fax:	222 390579
Email:	amauricio@bna.ao

HSBC-PSI 032834

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1438

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01096 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.618

Vice-Governor: Adriano Rafael Pascoal
Email: apascoal@bna.ao

Members: Marinela Ribas
Tel: 222 391126
Fax: 222 391126
Email: mribas@bna.ao

Celestino Kanda
Email: ckanda@bna.ao

António Pinto
Tel: 222 336664
Fax: 222 336664
Email: apinto@bna.ao

Alberto Silva
Tel: 222 336664
Fax: 222 336664
Email: asilva@bna.ao

DEPARTMENTS:

International Relations: Irene Beatriz Francisco Sobrinho (Head)
Email: irene.sobrinho@bna.ao

Accounting & Payments: Sérgio Serrão (Head)
Tel: 222 336664
Fax: 222 336664

Legal: Hernani Santana (Head)
Tel: 222 390187
Fax: 222 390187
Email: hsantana@bna.ao

Government Office: Antas de Almeida (Head)
Tel: 222 336664
Fax: 222 336664
Email: aalmeida@bna.ao

Human Resources: João Quiúma (Head)
Tel: 222 339145
Email: jquiuma@bna.ao

orrespondents

Town	Institution
Lisbon	Banco Espirito Santo SA
New York	The Bank of New York Citibank NA Deutsche Bank Trust Company Americas JPMorgan Chase Bank National Association

HSBC-PSI 032835

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ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01097 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.619

Know Your Customer: BANCO NACIONAL DE ANGOLA

Know Your Customer Profile

HSBC Bank USA & HSBC Securities (USA) Inc.

Reference: 1000181 **Client Profile Approval Status: Approved**

Country Risk Status: High Risk Country

Client Name: BANCO NACIONAL DE ANGOLA

Country: ANGOLA

*** Changes to these fields on "Approved" Profiles require Re-approval.**

I. General Information

Client Name	BANCO NACIONAL DE ANGOLA
HSBC Entity	Yes No
HSBC	Yes No
[illegible]	Yes No
[illegible]	Yes No
Client Activity Status	Active
Client Category	Domestic Financial Institution Foreign Financial Institution Investment Advisor/Fund Corporate Client Sole Proprietor or Partnership
Type of Client	Bank Non-Bank Parent Branch Subsidiary
Is the Client a Central Bank?	Yes No
Address (Business/Permanent)	151 AVENIDA 4 DE FEVEREIRO LUANDA
Country	ANGOLA
Telephone	2442339125
Email/URL (Web Site)	
Fax	390579
Telex	3144

HSBC-PSI 037383

12/18/2002 12:38:10 PM

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1439

Page 1

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01098 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.620

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Know Your Customer: BANCO NACIONAL DE ANGOLA

Swift Code:	BONAAOLU
Hexagon Client:	○ Yes ● No
Taxpayer ID (EIN or SSN):	
New Client or Existing Client:	○ New ● Existing [redacted] ○ Agency Arrangements Only
Account Number:	[redacted]
If new or existing, provide initial deposit information:	
Date Account Activated:	05/01/72
* Purpose of Account:	For commercial payments and deposits
If the Client or affiliates have other Accounts with HSBC entities, provide account details: (Account #, Open Date, Country, Purpose of Account)	[redacted] For oil payments
Is the Client or its Parent traded on an Exchange?	○ Yes ● No
Is Client's Shareholders' Equity 25 Million USD or more?	● Yes ○ No
Has the Client been under the same ownership for last 10 years (or 5 years if in a High Risk Country)?	● Yes ○ No
Is the Client or its Parent State-Owned?	● Yes ○ No
Specify entity/agency/government office through which the Client is owned:	Government of Angola
Verification of Identity - Has the original ID been reviewed for authenticity & expiration, and a copy kept on file? (for individuals: valid passport, official ID card with photo, driver's license with photo)	○ Yes ○ No
Is an HSBC Officer certified the validity of the Customer ID (to ensure Client is not an impersonator)?	○ Yes ○ No
General comments:	Waiting for updated annual report.

II. Ownership/Management/Business Information

* Name of Principals or Beneficial Owners: (List all shareholders with 10% or more ownership. If Corporate Client not publicly traded, Special Category Client or High Risk Country, then list all shareholders with 5% or more ownership):	[redacted]
STATE	100.00
* Name of Corporate Officers:	* Title
Jaime Aguiar	Governor
ALBERTO FERNANDES DA SILVA	DIRECTOR
Marta Barroso Silva	Sub-Director, Int'l
Total Number of Employees:	2000
Where is the Client incorporated:	ANGOLA
Year Established:	1976
What is Client's Rank in country (asset based):	1
How many branches/offices does Client have:	9
Where are the branches/offices located:	Angola
Indicate reporting agency or supervisory/regulatory body(ies) in the country(ies) of operation:	Ministry of Finance
Have you confirmed that the Client is registered with the appropriate authorities?	○ Yes ○ No
List license type:	* Year of Issuance: * Country of Issuance:
Central Bank	1976 ANGOLA

HSBC-PSI 037384

ph44585 on D330-44585-7600 with DISTILLER

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568402.621

Know Your Customer: BANCO NACIONAL DE ANGOLA

Please list principal affiliates which have relationships with HSBC?	Banco de Comercio e Industria

III. Referral Information

How was the Client introduced to the bank?	longstanding relationship, almost thirty years old
By Whom	C. Wasserman
Was the Client recommended by anyone from the bank?	Yes No
If yes, by Whom?	J. Sandberg
Is this Group Introduction Form for the KYC Profile from the Group Office to the Client file?	Yes No
Indicate its Banking References and Relationship (Bank)	Union Bank of Switzerland Chase Citibank Lloyds Bank plc
Is banking reference documentation in Client file (for clients located in High Risk Countries)?	Yes No

IV. Visitation

General Visitation:

Was the Client Visited?	Yes No
If yes, Date last Visited	03/21/2000
By Whom	PETER BLENK
If yes, Purpose of Bank Visit (Sales/Visit to direct all	
Was it performed in Russia?	Yes No

V. Transaction Activity

Transactions	Expected Frequency	Transactions	Expected Frequency
ACH (Clearing House)		Money Market	
ARP (Account Reconciliation)		Securities Lending	
Asset Management		Swaps	
Check Collection (Cash Letter)		Sweep Overnight Investment	Daily
Checks/Demand Drafts		Time Deposits	Monthly
Clearing (Funds Transfer)	Daily	Trading - Banknotes *	See Banknotes Activity Section
Commercial Line		Trading - Bonds (HBUS)	
Commitments		Trading - Derivatives	
Control Disbursement		Trading - Emerging Markets	
Current Account	Daily	Trading - Equities (HSI)	
Derivatives		Trading - Fixed Income (HSI)	
Factoring		Trading - Foreign Exchange	
Forward Rate Agreements		Trading - Futures (HSI)	
Globalization		Trading - Options (FX & PM)	
Guarantees (CD offset, Deposits)	Bi-Weekly	Trading - Securities (Treasury)	
Intra Day Exposure Limit		Trading / Lending - Precious/Base Metals *	
Letters of Credit / Bankers Acceptances		Zero Balance Account	

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01100 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.622

Know Your Customer: BANCO NACIONAL DE ANGOLA

Loans			
Lockbox		Other:	

Indicate HSBC office where Banknote transaction activity will be conducted?	

VI. Financial Summary

Financial Statement date:	12/31/91
Currency (Local):	Kwanza's
Exchange rate (USD):	190000.000000
Denomination:	Billions
Assets:	1,257
Loans:	771
Deposits:	379
Shareholders Equity:	11
Net Income:	17

VII. Documentation Checklist

Has of Authorized Signatories and/or Corporate Resolution in Client file?	Yes No	
Current Annual Report (Form 10-K) or Financial Statement in Client file?	Yes No	
If yes, Date of Annual Report or Financial Statement:	12/31/96	
Country Relationship Manager or Global Relationship Manager recommendation received and in Client file?	Yes No	
If no, explain:	Former RNB client.	

Bank Client

Copy of Banking License in Client file?	Yes No	
If no, explain:	This is a Central Bank.	

VIII. Summary of Reasons

We have reviewed the information provided above in the context of the bank's "Know Your Customer" policy and "due diligence" requirements and criteria. Based on the following summary of reasons, we feel comfortable recommending this client for banking business.

HSBC-PSI 037386

ph44585 on D330-44585-7600 with DISTILLER

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568402.623

Know Your Customer: BANCO NACIONAL DE ANGOLA

Purpose - Explain the purpose of this account / Client relationship:

This information was obtained from the International Narcotics Control Strategy Report dated March 2001.

"Money Laundering does not appear to be a significant problem in Angola because of its poorly developed financial sector. In December 2000, Angola signed the UN Convention against Transnational Organization Crime. "

KYC Policy of Angola:
Money Laundering does not appear to be a significant problem in Angola because of its poorly developed financial sector. In December 2000, Angola signed the UN Convention against Transnational Organization Crime.

Angola is considered as a "no-priority" country by the US State Department. Angola is an extremely difficult country to do business in which, combined with the country's strict exchange control regulations, makes money laundering a practical impossibility. Banco Nacional de Angola (BNA) polices the commercial banks in Angola. The banks are required to report all suspicious transactions to BNA.

BNA is is the Central Bank of Angola and a member of OPEC. BNA has banked with former Republic for thirty years. Throughout all these years, the proceeds of Angola's oil production has flowed, and continues to flow, through their accounts with us. In our thirty years of being one of the Angolan Central Bank's primary banks in New York, we have built a solid and deep knowledge of the bank and it's management.

We have met senior management of Banco Nacional de Angola (BNA) on several occasions and we have high regards them.

BNA, like many central banks worldwide, rarely publishes its financials. Thefore, I do not have the latest figures.

Ownership - Comment on the owner's / principal's background, history and reputation:

Management - Comment on the Client's professionalism, expertise, experience, and education of senior officers / executives:

Call Report - Summarize information obtained from Client visitations and discussions:

Does the Client have KYC and Anti-Money Laundering (AML) policies and procedures documented?	Yes No	
Does the Client's KYC and AML Policies and Procedures require identification documentation and verification when opening an account?	Yes No	
Does the Client have a screening process regarding the procedures for the establishment of new accounts (including obtaining information on the source of funds)?	Yes No	
Does the Client offer accounts or services to anonymous customers?	Yes No	
Does the Client have an ongoing system in place to monitor and report suspicious activity?	Yes No	
What are the procedures when unusual transactions are detected as a result of the Client's ongoing monitoring process?		
How are the Client's KYC and AML Policies and Procedures communicated and enforced in the Client's network of domestic and foreign offices?		
Does the Client have a formal / independent Anti-Money Laundering Compliance function?	Yes No	
Comment on the Client's KYC and AML practices (past, present and/or future):		
Does the Country the Client is located in have KYC and AML [illegible] laws and regulations?	Yes No	

HSBC-PSI 037387

ph44585 on D330-44585-7600 with DISTILLER

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568402.624

Know Your Customer: BANCO NACIONAL DE ANGOLA

Indicate Research Sources used for Country KYC and AML Information, which may include the following:	
FATF Non-Cooperative Country List (NCCT) www.oecd.org/fatf/	
Transparency International - Global Corruption Report www.globalcorruptionreport.org/	
U.S. Drug Enforcement Administration (DEA) - Intelligence Rpts www.dea.gov/pubs/intel/hrm/	
U.S. Department of State - International Narcotics Control Strategy Report www.state.gov/g/inl/rls/nrcopt	
U.S. Treasury Financial Crimes Enforcement Network (FinCEN) www.treas.gov/fincen/	

Has the Client been audited?	● Yes ● No	
Does the Client have a Credit Rating?	● Yes ● No	

Signature Section

Account Manager/Administrator (AM) Approval	Jennifer Toussaint-Cali 12/14/2001 03:57 PM
Client Services/Manager (CS) Approval	Not Required
Functional Head of Business/Executive (IS) Approval	Not Required
Relationship Manager (RM) Approval	Beth Fisher 10/24/2002 02:18 PM
Regional Head of Institutional Banking (IB) Approval	Not Required
Regional Money Laundering Control Officer (CO) Approval	Not Required

APPROVE/DENY HISTORY:

Created: 05/29/2001 10:20:14 AM Converted from Epic

05-23-2001 14:29 PM Created by: <EPIC to KYC Conversion Process>

<Address>

151 AVENIDA 4 DE FEVEREIRO
LUANDA
ANGOLA

<Status>	:R - Modified - Needs Re-Approval
<Client Name>	:BANCO NACIONAL DE ANGOLA
<Acct_offr_code>	:342641
<Acct_offr>	:
<Approval_acct_officer>	:*** Henderson, Vivian *** 4/7/98 16:39:25:983
<Unit_offr_code>	:342633
<Unit_mgr>	:
<Approval_unit_mgr>	:*** Sandberg, Job *** 4/7/98 16:39:39:016 x6490
<Exec_dept>	:
<Approval_exec_dept>	:
<Legal_dept>	:
<Approval_legal_dept>	:
<Legal dep comments>	:

HSBC-PSI 037388

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01103 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.625

Know Your Customer: BANCO NACIONAL DE ANGOLA

AM Approved: (Old Status In Process), 12/14/2001 03:57 PM: Jennifer Toussaint-Call
No Comments

Approved: (Old Status AM Approved), 10/24/2002 02:18 PM: Beth Fisher
well-known to HSBC Equator Bank.

HSBC-PSI 037389

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01104 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.626

Financials provided by the GRM

Abijah DARKO/HCZA/HSBC@HIBM
12/21/06 11:09 AM

To Angela Cassell-Bush/HBUS/HSBC@HSBC
cc Princely P Muro/HBUS/HSBC@HSBC, PSRR@HSBC
bcc
Subject Re: Fw: Banco Nacional del Angola & Banco de Poupanca E Credito

Angela,

Apologies for the delay, but we have been very short-staffed.

Please find answers below in blue.

Most Recent Financial Statement Date: All numbers are as of 31Dec2004, signed by the Board 22 April 2005
Currency: USD (also listed in AOA - Kwanza)
Total Assets: As at 31Dec04 Total Assets were USD1,925,059,735
Capital and Reserves: USD127,551,800.00
Net Income: -USD63,119,706.00
Date the client was last audited by an Independent Auditor: These financials were audited by Ernst & Young and the audit report was signed on 6 June 2005.
Was Auditor's Report Favorable - There were some comments made in the auditor's report primarily advising that there were some pieces of information that could not be verified due to lack responses from outside parties, e.g. Ministry of Finance, Commercial Banks within the Country, and some accounting practices had been highlighted as issues.

I have tried compressing the annual report but it is still too large and the system is not allowing me to send it, so I am working on scanning the Balance Sheet and Auditor's Report. I will send it later today.

Kind regards,

Abi

Tel: +27 11 676 4298
Fax: +27 11 783 9119
email: abijah.darko@za.hsbc.com
Angela Cassell-Bush/HBUS/HSBC@HSBC

Angela Cassell-Bush/HBUS/HSBC@HSBC HBUS
12/20/2006 03:46 PM
Mail Size: 22053

To Abijah DARKO/HCZA/HSBC@HIBM
cc PSRR@HSBC, Princely P Muro/HBUS/HSBC@HSBC
Subject Fw: Banco Nacional del Angola & Banco de Poupanca E Credito
Entity — Blank —

Abi:

Warmest Greetings.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1440

HSBC-PSI 032837

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01105 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.627

We are in urgent need of a response from you with respect to our request for finanacials for BNA. The KYC profile for this client is outstanding only due to this reason and it is our goal to have this approve within the next 48 hours.

Your usual propmt response and action is highly sollicited.

Thanks and Best Regards,

Angela

—— Forwarded by Angela Cassell-Bush/HBUS/HSBC on 12/20/06 08:41 AM ——

Angela Cassell-Bush/HBUS/HSBC
12/18/06 09:51 AM

To Abijah DARKO/HCZA/HSBC
cc Gillian E Bachstein/HBUS/HSBC@HSBC, PSRR@HSBC
Subject Fw: Banco Nacional del Angola & Banco de Poupanca E Credito

Abi:

Greetings. Kindly urgently advise of the status of this request....

Regards,

Angela.

—— Forwarded by Angela Cassell-Bush/HBUS/HSBC on 12/18/06 09:50 AM ——

Angela Cassell-Bush/HBUS/HSBC
12/13/06 01:43 PM

To Abijah DARKO/HCZA/HSBC@HIBM
cc PSRR@HSBC, Princely P Muro/HBUS/HSBC@HSBC
Subject Re: Banco Nacional del Angola & Banco de Poupanca E Credito

Abi:

Thanks for the information you have provided with respect to the subject clients.

We are urgently in need of the information below for BNA. Therefore, since you have the Portuguese version, please provide us with the following information for our KYC files. Kindly also provide us with the Portuguese version of the information that you will be translating for us.

Most Recent Financial Statement Date:
Currency:

ph44585 on D330-44585-7600 with DISTILLER

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568402.628

Total Assets:
Shareholder's Equity:
Net Income:
Date the client was last audited by an Independent Auditor:
Was Auditor's Report Favorable?

Thanks and Best Regards,

Angela Cassell-Bush
Compliance Officer
HSBC Bank USA, NA
Payment Services Regulatory Risk Unit
500 Stanton Christiana Road
Newark, Delaware 19713
Tel: 302-636-2717
Fax: 302 636-2211

Abijah DARKO/HCZA/HSBC@HIBM

Abijah DARKO/HCZA/HSBC@HIBM
12/12/06 12:05 PM

To Angela Cassell-Bush/HBUS/HSBC@HSBC
cc Gillian E Bachstein/HBUS/HSBC@HSBC, Matthew J Nardo/HBUS/HSBC@HSBC, Paul DiBenedetto/HBUS/HSBC@HSBC, Princely P Muro/HBUS/HSBC@HSBC, PSRR@HSBC, Shannon M Jones/HBUS/HSBC@HSBC
Subject Re: Banco Nacional del Angola & Banco de Poupanca E Credito

Hello Angela,

We've made some progress on the below issues. Please see my responses in blue.

Kind regards,

Abi

Tel: +27 11 676 4298
Fax: +27 11 783 9119
email: abijah.darko@za.hsbc.com
Angela Cassell-Bush/HBUS/HSBC@HSBC

Angela Cassell-Bush/HBUS/HSBC @HSBC HBUS
11/27/2006 07:49 PM
Mail Size: 8412

To Abijah DARKO/HCZA/HSBC@HIBM
cc Gillian E Bachstein/HBUS/HSBC@HSBC, Matthew J Nardo/HBUS/HSBC@HSBC, Paul DiBenedetto/HBUS/HSBC@HSBC, Princely P Muro/HBUS/HSBC@HSBC, PSRR@HSBC, Shannon M

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Jones/HBUS/HSBC@HSBC
Subject Re: Banco Nacional del Angola & Banco de Poupanca E Credito
Entity — Blank —

Abi:

Warmest Greetings. We have not heard from you with respect to the appended email. Please confirm receipt and advise of the status of the pending items.

Regards,
Angela

Angela Cassell-Bush/HBUS/HSBC

Angela Cassell-Bush/HBUS/HSBC
11/20/06 04:00 PM

To Abijah DARKO/HCZA/HSBC
cc Gillian E Bachstein/HBUS/HSBC@HSBC, Princely P Muro/HBUS/HSBC@HSBC, Paul DiBenedetto/HBUS/HSBC@HSBC, Matthew J Nardo/HBUS/HSBC@HSBC, Shannon M Jones/HBUS/HSBC@HSBC, PSRR@HSBC
Subject Banco Nacional del Angola & Banco de Poupanca E Credito

Abi:

Below is a reconciled list of all outstanding items needed to approve the KYC profiles for the subject banks and in bold are new items for which we seek your clarification.

Banco Nacional del Angola

- Most Recent Annual Report/Financials (English Version)

Please note that I have received their annual report for 2004, and financials for 2001 - 2004 within the same document. There is no English version available at this point in time.

- Background information is needed on the following Corporate Officers;

Amadeu Mauricio- Governor
Governor Mauricio has worked for various government entities in his career. He worked as the Commercial Director for Sonangol, Angola's state-owned Petroleum Company for a number of years, and he subsequently served as a member of the Board of Directors for Banco Nacional de Angola. After working for Sonangol, he moved to the Ministry of Planning, where he served as the Vice-Minister. He was appointed as Governor of the Central Bank and has served in this capacity for approximately four years.

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Rui Miguens de Oliveira, Vice-Governor
Mr. Oliveira studied Economics outside of his native Angola and has several years of banking experience, as he worked in commercial banking prior to joining Banco Nacional de Angola. He has been an officer of the bank for more than ten years, having worked as Deputy Head of the Reserve Management area, and Director of the Banking Supervision Department. He has also served as Director of Statistical Studies and was recently appointed as Vice-Governor of BNA.

Alberto Carlos Fernandes da Silva, Vice-Governor
Mr. da Silva studied economics within his native Angola, and he has been an employee of Banco Nacional de Angola for over 20 years. During his career he has worked in the commercial banking area of BNA during earlier years, when BNA still performed some commercial banking functions. He has also served as a representative of BNA in the United Kingdom, he has worked as Head of Reserve Management and as an advisor to the Board of Directors and as a board member. He was appointed as Vice-Governor approximately nearly two years ago.

Additionally, the Government of Angola expected to promulgate a money laundering law within the last two years. Has this law been promulgated? if not, kindly seek clarification from the client as to what policies and procedures they currently have in place and are using as guidelines to monitor, detect and investigate money laundering and financial crimes within banks in Angola.

BNA is still working on their formal Anti-Money Laundering law, and the parties leading this project include the Banking Supervision and the Judiciary Departments. Though BNA has has been addressing this issues the process has been slow as there are four to five areas of the Bank and the Government involved in the review and approval of the legislation. BNA continues to subscribe to FATF regulations and commercial banks within the country are expected to comply. Commercial Banks are required to obtain approvals/justifications (from BNA) for payments made outside of the country prior to effecting payment. Supporting documentation must also be produced to obtain such an authorization. The Banking Supervision does perform audits on the commercial banks, and the banks are required to report any suspicious activity to BNA for further investigation. Many of the banks commercial banks (including non-HSBC customers) have AML policies and AML training in place.

Banco de Poupanca E Credito

Completion of the HSBC KYC Questionnaire (by the client).

The customer provided me with the questionnaire, but there are some portions which are not entirely complete. I have attached what has been completed; I am working with them to address the other portions and I will forward it asap.
[attachment "minoltadi2510f20061212173903.pdf" deleted by Angela Cassell-Bush/HBUS/HSBC]

Banker's Almanac indicates that this client (BPC) offers Corresponding Banking as a service. Please confirm this information with the client. If the client does offer Corresponding banking as a service, we would need you to confirm if there are any "nesting activities" going on. That is, are there any banks that do not have correspondent accounts with a U.S. financial institution using BPC as a correspondent bank to indirectly have access to the U.S. financial system?

I have verified with BPC and there are no nesting activities taking place. There are no financial institutions holding accounts with BPC.

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568402.631

Regards,

Angela Cassell-Bush
Compliance Officer
HSBC Bank USA, NA
Payment Services Regulatory Risk Unit
500 Stanton Christiana Road
Newark, Delaware 19713
Tel: 302-636-2717
Fax: 302 636-2211

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HSBC

Note
13 Dec 2002 10:48

From:	James Peterson	Tel:	860-633-9999
Title:		Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	10140

To: equator.lds@netangola.com

cc: John Kearney/HBUS/HSBC@HSBCAMERICAS
Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
(bcc: Frank Godino/HBUS/HSBC)

Subject: RE: FW: BNA TBills - URGENT

Liliana,

Under the circumstances that you outline, communicating by authenticated SWIFT is a good alternative. If the HBUS account is to remain open then the matter of signatories must be addressed.

Regards,
Jim
"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 10:13

"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 10:13

To: James Peterson
cc: John Kearney, et al
Subject: RE: FW: BNA TBills - URGENT

Also, please note that Aguinaldo Jaime is no longer the Governor, therefore it would definitely better to have a SWIFT which does not require a signature than a letter. The new Governor is Amadeu Maurício and the Governor now is Deputy Prime Minister.

Liliana

Thanks Jim. The instruction can not be given by SWIFT instead of a letter? Please note I amended BNA's account number to [redacted].

Best,
Liliana

[redacted] = Redacted by the Permanent Subcommittee on Investigations

-----Original Message-----
From: James.Peterson@equator-africa.Com
[mailto:James.Peterson@equator-africa.Com]
Sent: sexta-feira, 13 de Dezembro de 2002 16:05
To: equator.lds@netangola.com
Cc: John.Kearney@equator-africa.Com; Rodney.Goodwin@equator-africa.Com
Subject: Re: FW: BNA TBills - URGENT

HSBC-PSI 037185

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1441

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To all:

I have drafted the attached instruction after reading the Institutional Collateral Account.

We (HEQB) will have to authenticate the signature (there is only the one signatory with authority over the account). Upon receipt and authentication, HEQB will communicate with HBUS Issuer Services via swift.

(See attached file: DRAFT LETTER - sale of securities held by HBUS.doc)

Regards,
Jim

"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 05:21

To: John Kearney/HBUS/HSBC@HSBCAMERICAS
James Peterson/HBUS/HSBC@HSBCAMERICAS
Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
Subject: FW: BNA TBills

Please note that this is really urgent. BNA needs to sell the dollars to the
commercial banks to pay the salaries. Also the lack of dollars in the market
at this time of the year is conducting to a deep devaluation of the local currency (between yesterday and today the parallel exchange rate increased from USD 1= KZ 58 to USD 1= KZ 62. The commercial banks yesterday made an application for $24mm.

Any chance that I have the draft at your opening?

Thanks, Liliana
-----Original Message-----
From: Liliana de Sousa [mailto:equator.lds@netangola.com]
Sent: quinta-feira, 12 de Dezembro de 2002 13:39
To: John.Kearney@Equator-Africa.Com; James.Peterson@Equator-Africa.Com; Rodney K Goodwin
Subject: BNA TBills

Apparently there were no developments regarding the financing backed up by the securities and BNA want to sell the Tbills and have the funds credited into their account [redacted] with us. What most probably will happen with the

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funds is that they will be transferred to the various commercial banks, who,
in turn will pay KZ to the Government. The funds are urgently required for the payment of the December public workers wages. The other option would be the deposits in Nassau but given that the Tbills are not being used for the initial purpose, BNA decided that this would be the best application.

Please provide a draft for the instructions that BNA will have to give to HSBC USA.

Thanks and best regards,

Liliana

****
This message originated from the Internet. It's originator
may, or may not be who they claim to be, and the information
contained herein may, or may not be accurate.
****

(See attached file: C.htm)

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This E-mail is confidential. It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of it. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return E-mail.

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Permanent Subcommittee on Investigations
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New Century, New Challenges

The new millennium, offers the world's peoples a unique occasion to reflect on their common destiny, at a moment when they find themselves interconnected as never before. They look to their leaders to identify and act on the challenges ahead.

Globalization and Governance

The benefits of globalization are obvious: faster growth, higher living standards, and new opportunities. Yet a backlash has begun, because these benefits are so unequally distributed, and because the global market is not yet underpinned by rules based on shared social objectives.

We now live in a global world. Responding to this shift is a central challenge for world leaders today.

New technologies create opportunities for mutual understanding and common action. If we are to get the best out of globalization and avoid the worst, we must learn to govern better, and how to govern better together.

The gross disparities of wealth in today's world, the miserable conditions in which well over a billion people live, the prevalence of endemic conflict in some regions, and the rapid degradation of the natural environment: all these combine to make the present model of development unsustainable, unless remedial measures are taken by common agreement.

Abstract from: The Millennium Summit of The General Assembly convened and gathering of Heads of State and Government to address the role of the United Nations in the twenty-first century

INTRODUCTION

This package will provide an insight into our capability in providing solutions and to improving economical conditions by providing the necessary improvements, telecommunications, road construction, refineries, railroads, power plants etc.

Bank of America Requests Confidential Treatment

BOA-PSI-05624

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We also are prepared to evaluate the needs, by providing the necessary analysis and studies by our highly trained experts.

MSA Inc. is involved in Investment, Trade and Management worldwide and has also led the development of stronger ties between developers from all over the world and Africa.

MSA Inc., has developed strong ties and contracts with Key High Technical and Construction companies from all over the world:

Lucent Technology /USA
Bouygues of France
Grinaker / LTA / South Africa
Murry and Roberts/South Africa
Hochtief / Germany
Parsons Corporation / USA
Shanghai Electrical Corporation / China
Procrit / South Africa
Widnells /London UK
Price Waterhouse South Africa
VKE / South Africa
Hughes Corporation. Multi-National
Bechtel Group, Inc. USA

Affiliates are further challenging the limits by continuously increasing efficiencies and expanding their ties with some leading companies of the world. We are positioned to export the technology and expertise to Africa in concert with the country's national development. Our success can be attributed to the strategy of being focused and future oriented, demonstrated by massive investments and developments.

By staying close to our customers, we aim to create " World Best" products and services. World-class products and consistent quality are essential for building mind share and the goal of our globalization drive is to make MSA Inc., one of the most respected in the world. At MSA Inc., we believe that corporate success carries with it broad scale communal responsibility and that thinking is the basis for our "co-prosperity approach where we do business

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Corporate Philosophy

MSA Inc., employees guiding principle has been a corporate philosophy, which states " we will devote our people and trading to create superior products and services, thereby contributing to a better global society." Still today this corporate philosophy unites all MSA Inc., and affiliate companies.

We utilize the best people: Technically skilled, Socially adept and Comfortable in other cultures, Confident, Creative, Studious and focused on the future. MSA Inc., aims to attract and nurture the best talent, to compete globally and to foster a corporate culture in which they can thrive. For, it is only then that customer satisfaction and sustainable corporate growth can be assured.

Contributing to society through social development as well as business activities is deeply ingrained in MSA Inc., corporate culture. We have always believed social commitment is, simply our duty, as human beings. And today we believe it's the only way a twenty-first century company can earn the public's trust.

" Working closely together with our customers, building strong ties to the local communities we serve, and responding creatively to the future challenges," are principles deeply instilled in the minds of our employees.

MSA Inc. makes a commitment to provide the necessary supervision and expertise until those projects are completed and run by the Africans

MSA Inc.Humanitarian Aid, E-Government IT, and E-Business Infrastructure Development

The following is a preliminary listing / description of MSA Inc services for the management of Humanitarian Aid Funding and Development of specifications and development for IT and Telecommunications infrastructure, and supporting hardware, software and technology, including services and support are provided by MSA Inc and its strategic alliances and technology development partners for integration into the combined offering, including but not limited to.

Humanitarian Funding

- Development of documentation, feasibility studies, and related due diligence to facilitate approval and transfer of funds for Humanitarian Aid Funding.

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- Civil Engineering, Project Management and Supporting Technologies and Applications.
- Global Provisions for low cost housing technologies and supporting services.
- Strategic Build out and emergency contingency technologies, services and provisions.
- Management teams with global project management experience for Humanitarian Aid Projects.
- World-class e-government and e-business infrastructure development methodologies, management, and development network.

E-Government Infrastructure

- Research and development of pre-emptive technologies and technology transfer.
- Development of Internet Data Center Networks.
  - Site inspections and real estate procurements.
  - Specific assessments and designs.
  - Installations and ongoing management.
- IDC,ISP,TSP Hardware Platforms, Billable Services and Security
- E-Government Technology and applications Development and Hosting
  - Centralized management for telecommunications and IT infrastructure.
  - Military /Security /Emergency Contingencies
  - Integration of Government Agencies / Accounting
  - Utility vertical applications development and support / real time controls.
  - Taxation systems /eliminations of corruption

E-Business Infrastructure:

- Enterprise Technology and applications Hosting Architectures
  - Business Development, Re-engineering and consulting services
  - Technology, applications and supporting services.

- Technology, Applications, and Supporting Services for Centralized Remote Managed Services.

- Technology, applications and supporting Services for a Customer Relations Management Systems

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- Technology, Applications and Supporting Services Subscriber Based Content Streaming

- Virtual Private Networks
  - Technology, Applications, and Supporting Services for Transactions for Wholesale and Retail.
  - Distribution / Supply Chain Management
  - Wireless Optic Networks
  - New Satellite / Highest Tower Technologies
  - Services Procurement, Trade and Import.

- Hydro Lance Technology, Fishing and Marine Industry.

Bank of America Requests Confidential Treatment

BOA-PSI-05628

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Dr. Mehenou S. Amouzou

A citizen of Togo Africa was raised and educated in France and has an extensive background in global economics and business. He received his BA in Business from the Advanced School of Management, MBA from the European Advanced Institute of Management, also a Finance and Investment Certificate from the American University in Paris, France. He completed his Post Graduation work in Political Strategy, International Law and Defense, Nuclear Strategies at the University of Paris V, France and earned his Ph.D. in Business Administration in USA.

EXPERIENCE

Dr. Amouzou served as General Manager for Vitry Consulting Group France. He was responsible for coordinating the professional conferences for EEC European Economic Community that addressed issues concerning the economic realignment of Europe and its relationship to the global economy.

Dr. Amouzou also has served as Vice President of Global Village International, where he provided cost-benefit analysis for the European Economic Community after its inception in 1992.

He was responsible for making an economic comparison of South East Asian Nations (ASEAN) to the North America Free Trade Association. While serving in this position, Dr. Amouzou also researched the qualitative and quantitative viability of investments and business strategies for various regions and countries.

After the dramatic changes in global politics and international fiscal policies Dr. Amouzou moved to the United States to develop new techniques and trade strategies for profitable inter-global business enterprises. He is a senior Adviser to Africa Government Officials and serves as a liaison to American, European, and Asian investors. Due to his broad education and experience, along with his multi-cultural background, Dr. Amouzou is uniquely qualified to facilitate international investments with Africa as well as to promote trading within the region.

From Dr. Amouzou's vast experience he has come to the conclusion that the best service he can provide for his beloved Africa is to develop a system that will allow the African countries to become autonomous and economically independent from foreign countries. He has seen and studied the past history of foreign countries involvement in the economic and development of certain countries.

Bank of America Requests Confidential Treatment

BOA-PSI-05629

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These African countries have been manipulated out of vast resources and valuable assets, but worst of all the African people have not been allowed to learn to operate and perform the very services the foreign countries are providing to Africa. Also a majority of the technology and services are second rate at best. His objective is to bring the Worlds best Technology, services and training to Africa.

International Exposure

Awards From: - **Black Business & Professional Association**

California Senate

United States Congress

American Congress of International Executives

In 1997 Dr. Amouzou arranged the visit of His Excellency Kwassi Klutse and his sixteen official delegations from Togo, Africa to participate to expand commerce between the Africa and the United States.

In 1999 Dr. Amouzou arranged the visit of His Excellency Ange Felix Patasse, President of Central African Republic to the United States: Washington, New York and California meeting with top Business and Government Executives to expand commerce.

Dr. Amouzou has met with Leaders of Thirty Five African nations, to promote MSA Inc directive to enhance the living conditions of the African People.

The President of the Republic of Angola, the Honorable Jose Eduardo Dos Santos and the Honorable Dr. Aguinaldo Jaime, Governor of BNA share similar philosophies and have been very instrumental in the development of this proposal.

On February 26, 2002, United States President George W. Bush invited His Excellency Jose Eduardo Dos Santos, President of the Republic of Angola for a meeting in the White House. His Excellency Eduardo Dos Santos invited Dr. Mehenou Amouzou, President of MSA Inc. to be his guest in Washington DC. During that meeting in the White House, President Bush verbally pledged his assistance for Angola humanitarian projects.

Bank of America Requests Confidential Treatment BOA-PSI-05630

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568402.643

CORPORATE SECURITY
Business Investigations

To: Sue Cervantes
Investigative Services-San Die
213-345-9319
CA9-520-40-04

Date: July 8, 2002

From: Jeanette D. Fontanoza
Investigator II
Business Investigations - Unit # 4350-LA
213-345-8571
CA9-520-40-12

Classification: Confidential

Subject: Mehenou Satou Amouzou
MSA Inc.

Scope of Request

On June 28, 2002, Sue Cervantes of Investigative Services-San Diego contacted Business Investigations regarding a due diligence investigation concerning Mehenou Satou Amouzou (aka, Mehenou S. Amouzou) and MSA Inc. (aka, MSAINC).

Investigative Activities

Remote databases were searched for the following public records: OFAC, bankruptcy filings, biographies, corporation affiliations, incorporation records, Internet sites, liens and judgments, news articles, property records, state civil/criminal filings, UCC records, U.S. District Court cases, verdicts/settlements and other pertinent information relating to the above mentioned individual and business. Results were then analyzed.

Investigative Synopsis

Our search revealed three (3) state civil court cases (one as the defendant and two as the plaintiff) involving Mehenou S. Amouzou.

There was one (1) filed in error tax lien (released) noting Mehenou S. Amouzou as the debtor.

According to the Bureau of Security and Investigative Services - PI, Mehenou S. Amouzou was a licensed guard whose current license status is delinquent.

Mehenou Amouzou was identified as partner/officer in three (3) active businesses, all incorporated in Florida.

The Los Angeles County Fictitious Business Names Index noted Mehenoy Amouzou as the owner of dba name, Kramer International Group, 3700 Wilshire Blvd., #905, Los Angeles, CA., 90010, filed 02/23/2000.

There were no "red flags" discovered during our investigation concerning MSA Inc., aka, MSAINC.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1451

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The San Diego Fictitious Business Names Index noted a filing on 08/07/1997 of a primary business name Dr. Mehenou S. Amouzou/business name MSAINC.

See below for full details.

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Mehenou Satou Amouzou (aka, Mehenou S. Amouzou)

State Civil Court Cases

- Case # IC756156, First Select Corporation vs. Mehenou S. Amouzou, filed 10/11/2000 in the San Diego County Superior Court; Category: Account Stated; Status: Not Provided.
- We noted two (2) state civil court cases in which Mehenou S. Amouzou was listed as the plaintiff. These cases are not detailed, however, the case cites are included for your review.

Tax Lien

- Filing # 93327006250, debtor, Mehenou S. Amouzou, SSN: [redacted], 8369 Calle Morelos, San Diego, CA 92126; creditor, State of California, filed 12/02/1993 in the San Diego County Recorders Office; Amount: $1,180; Type: State Tax Lien; Status: released 10/30/1995 (filed in error state tax lien).

Corporation Affiliations

- Frantech-Angola Inc. (FL), incorporated 01/14/2002, active, Mehenou S. Amouzou, partner, 819 E. Strawbridge Ave., #3, Melbourne, FL 32901.
- MSA Foundation (FL), incorporated 10/30/2001, active, Mehenou S. Amouzou, officer, 826 Orange Ave., #151, Coronado, Ca 92118.
- Shazam Inc. (FL), incorporated 11/07/2000, active, Mehenou S. Amouzou, officer, BP60722, Lome, Togo, West Africa.

Fictitious Business Names

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Professional License

- Amouzou, Mehenou S., Lic #[redacted], date issued, 02/10/1992 with the Bureau of Security and Investigative Services - PI; License Title: Guard; Status: Delinquent.

MSA Inc., aka, MSAINC

Fictitious Business Name

- Primary Business Name: Dr. Mehenou S. Amouzou, Business Name, MSAINC, filed 08/07/1997 in the San Diego County Fictitious Business Names Index, #1997020574.

Item of Note

- If further information is needed concerning any of the cases, please contact Business Investigations and we will contract a document retrieval service to obtain a copy of the court docket.

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TRADE PROGRAMS

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THE MECHANICS OF PRIME BANK SLCs, MTNs, AND GUARANTEES FOR THE PURPOSE OF ENTERING INTO FEDERAL RESERVE & IMF SANCTIONED TRADING PROGRAMS

Please note Prime Bank Guarantees (PBGs) or SLCs, MTNs are short hand terms and are trade jargon, the proper name for such is BANK DEBENTURES.

1. BACKGROUND

The driving force behind the financial instruments under discussion in this paper is the U.S. government through its monetary agency, the Federal Reserve Board. The U.S. dollar is the basis of the world's liquidity system since all other currencies base their exchange rate on it. Quite simply this means that the U.S. is the world's central banker. As the world's central banker, the U.S. has an enormous responsibility to maintain stability in the world's monetary system. As well, the U.S. as the most powerful nation has accepted the role as the champion and promoter of democracy in all of its endeavors. While the U.S. has many tools to do this, one in particular is relevant for the purposes of this discussion.

The Federal Reserve Board (FED) uses two financial instruments to control and utilize the amount of U.S. dollars in circulation internationally: Standby Letters of Credit (SLC) and Prime Bank Guarantees (PBG).

The FED's domestic tools to control credit creation are interest rate policy, open market operations, reserve ratio policy and moral persuasion. In the domestic context, these tools are not always as effective as the FED would like them to be. Part of the reason for the less than perfect effectiveness is due to the substantial stock of U.S. dollars in foreign jurisdictions. Several of the FED's domestic tools cannot be used by it in other countries. For examples, the FED cannot change foreign reserve ratios. Furthermore, a significant amount of credit creation occurs in U.S. dollars in foreign countries,

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particularly in the Eurodollar market. The FED cannot control the credit creation in foreign markets through its use of domestic policy instruments. Internationally the currency of choice is the U.S. dollar as it is considered the safest currency, especially in times of political crisis. Consequently those holding the dollar do so for reasons which are less sensitive to economic stimuli.

Because foreign banks readily accept U.S. dollar deposits, those funds, which in the domestic context are the basis of M1 money supply, in the foreign context, they act more like the near money features of M3. This means they are infinitely more difficult to control. The "offshore market" has grown substantially in the last two decades for a number of reasons. First, huge quantities of U.S. dollars associated with the drug trade slosh around the international monetary system, and second, wealthy individuals concerned about high taxes and preserving their wealth opt to keep their assets in offshore tax havens. This significant stock of U.S. dollars cannot be effectively controlled by the U.S. with its normal domestic policy tools.

Finally, currency futures markets can be another difficult area to control because of the substantial amount of leverage that is available. For example, for as little as $1500 dollars, it is possible to short or go long for over $150,000 U.S. dollars versus the D Mark. All other major currencies have a similar leverage on the dollar. This means that someone with $1500 U.S. dollars can take the other side in a FED move to stabilize the currency. Since the currency does not have to be delivered, but the contracts are rolled near the expiration date, it is possible to create substantial pressure on the dollar in either direction. (The Hunts learned this the hard way when they tried to corner the world silver market.) To control U.S. dollars outside the U.S., the FED resorts to Standby Letters of Credit or, as they are popularly known, SLCs. In its more familiar domestic form, the SLC is a financial guarantee or performance bond issued by a bank for a fee on behalf of a customer that wishes to borrow funds but is unable to do so cheaply in credit markets. A bank guarantees the borrower's financial performance to the lender by issuing the SLC. Since the bank is in a better position to assess credit risk and demand collateral, the issuance of this form of guarantee is a natural service that a bank provides.

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In the international markets the use of SLCs is somewhat different. It simply is a money-raising device where the financial guarantee is almost meaningless. Banks issue these SLCs on behalf of the FED; in other words, the FED is the customer of the bank. Obviously there is no credit risk here. The net proceeds from the funds raised are immediately wired to the FED. Using this method, the FED can reduce the U.S. dollars in circulation in foreign jurisdictions.

Using a different method, the large stock of expatriated dollars is employed by the FED to promote U.S. foreign policy. For example, during the G7 meeting in Tokyo in April of 1993, the U.S. committed financial aid to Boris Yeltzin to the tune of $6 billion. These funds do not come from the U.S. Treasury, nor is the merit of the loan debated in the US Congress. Instead, the U.S. taps the international pool of U.S. dollars through an instrument called a Prime Bank Guarantee (PBG). Essentially the instrument has the features of an SLC except it is longer dated with 10 and 20 year maturities. Unlike SLCs which sell at a discount and bear no interest, PBGs bear a coupon payable annually in arrears. Like the SLC, it is a form of guarantee ensuring the lender will receive interest as is due and be repaid the principal upon maturity.

It is important that the U.S. has these tools to control the dollars that increasingly grow off its borders. The FED operates its currency stabilization so effectively through the use of SLCs that it seldom resorts to intervening in the foreign exchange markets. Rather than the U.S. government tapping the domestic savings pool to assist foreign governments, it is able to tap the international pool of expatriated U.S. dollars that leak away from its shores in hundreds of millions daily.

2. THE INSTITUTIONAL STRUCTURE OF THE SYSTEM

A number of problems must be overcome to make the structure work. Inevitably, the offshore U.S. dollars find their way into the international banking system by way of deposits. Therefore, banks must be the main buyers of any financial instruments that the FED causes to be issued.

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However, the rules of the Bank of International Settlement (BIS) prohibit banks from buying the newly issued debt instruments from each other directly. This prohibition exists for obvious reasons. If banks were allowed to fund one another, the probability of system-wide bank failure would be increased. This system of funding is not intended to support weak banks; in fact, the opposite objective is the goal. Therefore, a methodology has been constructed that allows banks to buy each other's newly issued paper.

BIS rules do not prohibit banks from owning other banks' financial obligations as long as they are not purchased from another bank directly, but instead are purchased in the secondary market. The FED supports a group of intermediaries that have substantial available cash reserves. These intermediaries purchase paper from issuing banks and almost always immediately resell it to other banks. These intermediaries are called "commitment holders."

The Federal Reserve board "licenses" a small number of commitment holders to participate in a **quiet international monetary policy**. These commitment holders are identified by confidential, FED-issued, registration numbers. These numbers are revealed under extremely controlled circumstances, because once revealed, a knowledgeable individual could cause paper to be issued. The commitment holders are few in number, however they are essential to the smooth functioning of the process. Commitment holders often forge relationships with other sources of funds. These relationships are called sub-commitments. Holding a commitment entails a number of conditions which are extremely important to maintain. First and foremost, there is a demand for utter secrecy. Second, the commitment holder must be able to quickly produce large sums of U.S. dollars, generally in the billions. This explains why commitment holders are prepared to take on sub-licensees to ensure a large supply of readily available funds. Finally, this is a "funds first" business. No one can buy issued Paper on credit. To ensure this happens and not allow a waste of time, a commitment holder will not initiate a discussion with anyone unless they can prove cash funds of high quality security of at least 100 million U.S. dollars.

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The FED, as well, identifies a tier of high quality banks, usually in the top 100, which it authorizes to deal in the paper. Criteria for being on the FED's list would include strength in the normal banking ratios as well as countries in which the FED desires to be active. It is evident that the largest supply of international U.S. dollars is in Europe, which explains the dominance of European banks on the FED list. Another aspect of this fund raising process is the fact that it is conducted entirely off the balance sheets of issuing banks. Both instruments are guarantees and as such, represent contingent liabilities.

As contingent liabilities, they are not posted to the balance sheet. However, they do require a risk-adjusted amount of capital reserve as prescribed by BIS rules. By keeping the funding instruments off balance sheets, there is little, if any, disruption of normal financing activities of the banks.

3. ISSUING PAPER

The Federal Reserve decides which banks will issue paper, what kind and how much at any point in time. The United Nations and the World Bank have similar authority with PBGs, but they too must coordinate with the FED.

A commitment holder and a bank work together to operate a trading program. The commitment holder is the source of funds. It establishes lists of banks from which it will accept paper. The lists reflect the preferences of the owners of the funds. Obviously, the strongest banks will appear on the lists with the highest frequency. This causes them to benefit the most from this activity. The strongest banks attract the commitment holders to operate the trading programs within their establishments. Banks do the actual trading. They inquire through the FED to determine who is issuing instruments. They are also informed about the banks that wish to acquire paper. They arrange the trades, verify and confirm the securities and clear the trades. The commitment holder is an integral part of the process although it does not have to be present to make it function. The commitment holder simply must leave the required amount of funds at the trading bank in a custody account after all the procedures have been properly executed. The commitment holder provides the source of funds which is used to purchase the initial issue of

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paper and immediately resells it to another bank. There is no room in the system for anyone without funds. This is a principal to principal (bank to bank) business only. The trading bank executes the trades and finds buyers for issued paper. Outsiders can access the system only by finding a commitment holder and lodging funds with it or with one of its sub-licenses. The commitment holder spends most of its time finding "investors."

4. WHY THE YIELDS ARE SO HIGH

As of the writing of this paper, SLCs were yielding approximately 13.7% and 10 year PBGs 11.7% (now its 6.5%). One year U.S. T-bills were yielding 8.49% and 10 year Treasuries were yielding 5.78%. How are these extraordinary yields accounted for in an investment that does not appear to be intrinsically risky?

There are several factors contributing to this market phenomenon. The international market for U.S. funds is extremely competitive. For example, there are several countries whose desire for U.S. dollars is so high that they will pay annual yields of 20% to 25%, make monthly interest payments in U.S. dollars and issue debentures whose terms do not exceed one year. These are countries whose risk profile is high even though there is no record of default on their obligations. These borrowers set the benchmark at the high end of the yield spectrum. At the other end of the spectrum are very low risk sovereign issuers which are able to attract funds at rates competitive with U.S. treasuries.

Earlier it was explained how the institutional side of this process functions. It was pointed out that when an SLC is issued by a foreign bank on behalf of the FED, it had to establish a capital reserve. Recent changes to BIS rules require off balance sheet entries to be included in the computation of bank assets and capital adequacy ratios. Furthermore, these assets and all other assets must be weighted to reflect their overall risk. Capital adequacy ratios are now all risk adjusted.

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SLCs fall into the 100% credit conversion factor rating to convert the off balance sheet item to an on balance sheet equivalent. There the converted SLC is risk-rated. SLCs, fall into the 0% risk weight category. Consequently, every dollar of SLC exposure has no risk-weighted asset equivalent. If banking guidelines require the ration of total risk weighted assets not to fall below 8%, then at the margin, the bank would have to reserve capital of 8 cents for every dollar of SLC exposure. If an SLC of $100 million is issued, $8 million of capital must be set aside.

In reality, the capital requirements are not so onerous because there are a number of other factors at work that lower the marginal cost of capital utilization. For purposes of discussion, let us assume this marginal cost of capital utilization is 4%. This is what the issuing bank would demand from the FED to issue SLCs on its behalf. Therefore, if the purchasing bank is paying 92% of face value for an SLC, the selling bank will retain 4 points for itself to cover its reserve requirements by remitting 88% of face value to the FED. The issuing bank will also load in a charge for providing the service which could be up to 2 points. As we shall see, the banks are paid their fee at maturity or redemption.

Next there needs to be a yield spread which will motivate large sums of capital to sit in a custody account in U.S. dollars. The spread earned by the owners of capital and the commitment holder could equal another 4 points. This 4 point spread would reflect the costs of fund raising and the economic rent on the capital.

	% of Face Value	Yield	Spread Earned	Allocation
Issue Price by Selling Bank	84.00	18.0%	6 points	4 points to capital
Purchase Price by	90.00	11.1%		2 points to fee
Purchase Price by Buying Bank	94.00	6.4%		
Market Price Equivalent U.S. Treasury	96.60	3.5		

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The figures in the example are not precise, but they are close enough to give a general idea of how the yields work. The issue price yield is a whopping 19%
which is what most observers focus on. However this yield can be as low as 10% and as high as 25%. When the bank sells the SLC to the commitment holder, it receives 90% of face. If the face value were $100 million, it would receive $90 million. It sends $86 million to the FED. At this point the yield is 11.1%. The commitment holder sells the note to the purchasing bank for $4 million. At this point the yield has fallen to 6.4% for the purchasing bank. The equivalent U.S. treasury yield is 3.5%. Enough excess yield remains so that the purchasing bank could profitably sell the note which would cause the yield to almost match market yield.

When the note matures, the FED repays the issuing bank $98 million. Because the issuing bank needed $4 million for capital, it retained $4 million from the amount it sold the note for before sending the rest to the FED. Since it is charging $2 million for the service, the FED sends it back $98 million instead of $102 million. Remember, when the note is repaid, the $4 million in capital is released back to the FED. The next question is why would the FED be interested in paying these yields. First, it is not as expensive as it might appear. As noted, when the SLC matures, the capital reserve is released. In other words, the FED gets $4 million back. More importantly, the value of the process to the FED should be clearly understood.

Any country which is attempting to stabilize its currency implements one or both of the following policies. The first line of attack is to manipulate interest rates to increase rates to increase or decrease the flow of its currency by altering final demand. If speculation becomes too powerful, which it often does, the next line of attack is to intervene in the currency market by supplying the excess demand or by removing the excess supply. Changing interest rates can be disruptive enough but once the speculators smell a weakening or strengthening currency, it becomes very expensive to smooth a rapid adjustment in values.

The U.S. dollar is the base currency of global commerce. Speculation could occur at a rate that would be mind boggling. The cost to the global economy would be significant, let alone the cost to the FED of intervention. From this

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perspective, the manner in which the FED conducts its activities probably is not expensive. There are countless examples where a central bank has announced it will defend its currency and $15 billion later it gives up as Britain did when it pulled out of the ERM in 1993. That $15 billion goes straight into the pockets of the speculators.

The only perhaps negative aspect of this system is that the FED is reliant on a group of fund raisers called commitment holders who grow very rich from the service they provide. But this is the only way the FED can keep the process very confidential and highly selective. There is an analog in the public markets.

NYSE market makers or specialists are a very select club which is extremely difficult to join. Market makers are charged with the responsibility of making a market in their particular stock to maintain the balance between its demand and supply. They are given a monopoly on market order flow information upon which there is no infringement. Market makers bear risk but it is one which most of the time is easily managed. Market making firms have the highest return on capital of any firms involved in the market.

Commitment holders are market makers as well, though of a slightly different sort. They do not bear much risk in making a market. Their "risk" lies in their ability to gather huge amounts of U.S. dollars because unlike equity market makers, they cannot leverage their capital. The final question is, why does the FED not issue securities directly to these banks to attract their dollar holdings? First the FED is not empowered to issue securities; only the U.S. treasury Department and other agencies guaranteed by the U.S. government can do that. Secondly, selling bonds would be negatively perceived since they are generally used for deficit financing. This process works as well as it does because it is entirely out of sight.

It should be evident how monetary policy (exchange policy) can be conducted. Only the issuance of an SLC has been discussed so far. The issuance of an SLC is a fiscal move that bids up the price of the dollar. If the

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FED were interested, however, in injecting liquidity into the system, it simply repurchases outstanding SLCs in the countries where it desires to lower the exchange value of the dollar. We could call it a "closed" market operation. The domestic analog of this foreign monetary policy is an open market operation.

Prime Bank Guarantees (PBG) are also used in similar ways. They represent a financial guarantee and therefore a contingent liability. Unlike SLCs, PBGs are not used for currency operations. These instruments support loans to countries and to development agencies which fund projects in LDCs. When a bank issues a PBG, the net proceeds go to the source of the funding commitment.

While PBGs are issued at a deeper discount than SLCs, they in fact have a lower annual yield. The apparent deeper discount is caused by the fact the PBGs bear interest and are longer dated securities. For example, 1 point of discount on an SLC equals 1.3 points of annual yield, while 1 point of discount on a PBG equals .6 points of annual yield. In other words, it takes a larger change in the discount of a PBG to have the same effect on yield as an SLC.

The economic consequences with a PBG are quite different than those associated with an SLC. Dollars are not removed from the economic system. They instead flow to areas where there is a perceived need to be philanthropic, which is no doubt motivated by political considerations. Once a project has been initiated, the recipient of funds begins to import materials and finished products which increases the amount of trade taking place which in turn expands production. Inevitably, a large share of these dollars is spent in the U.S. The PBG then is a method whereby the U.S. can direct the use of its currency without explicitly saying that it is doing so. The alternative would be to make it a budgetary expenditure which would be debated in Congress. If it passed successfully through that process, it would add to the deficit of the country. Such an expenditure would most likely be funded by issuing new government bonds. Therefore, the issuance of PBGs is a most expedient way of accomplishing the same thing with the vast pools of U.S. dollars deposited in European banks instead of using domestic dollars.

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The PBG does not appear to have an overt credit creation action. The stock of dollars utilized already exists in the economic system. However, to the extent that a country defaulted on repaying the PBG, the FED would be called to honor its guarantee to the issuing bank which then would cause credit to be created.

Again the high yields are motivated by the same reasons explained previously. The discount charges will be larger to have the similar effect on the yield as an SLC which also results in the market makers making even more profit on PBG issues.

5. ENTRY INTO A TRADING PROGRAM

This is one of the most difficult areas to invest in that exist. There are plenty of people around who know something about this marketplace, but very, very few know how it truly works. Because enough people know something and the fact that there is significant money to be made, this market attracts many bad players. Two features distinguish these pretenders -- they lack financial and investment acumen and they ask for up front fees. From time to time these pretenders attempt to pull off a major fraud with a significant investor. This prompts warnings issued by the Board of Governors of the Federal Reserve System or the Comptroller of the Currency.

Banks routinely deny the existence of these programs, even the banks operating them. Most bank officers know nothing in any event. The only way into the system is to be able to certify substantial assets to a commitment holder or one of its sub-licensees. Finding either is not trivial task because there are more pretenders around than legitimate commitment holders. There are very few actual commitment holders. If an investor cannot certify at least $20 million and more likely $500 million, the chances of getting anyone's attention who is genuine are indeed remote. This is why, quite frankly speaking, these offices feel no presumption whatever in jointing for the joint venture, in as much as the funds provided would find it difficult to locate a collateral commitment holder which this program provides on the very highest level.

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Other reasons why Trading Programs Exist.

During the Nixon era there came a realization that the United States must obtain better control over the US Dollars outside the US territory. This became evident for various reasons, such as...

1. To prevent any one nation, financial institution, parties and or person from obtaining such control over the United States Dollars (USD) as to be able to dictate terms to the US. Through the investment of USD outside the US, our FEDS shall control the USD invested into the Trading Programs.

2. These programs allow the Federal Reserve (FEDS) to look into all transactions sanctioned by the FEDS or the International Monetary Fund (IMF). The FEDs look for Counterfeit Currency, (such as that produced by the USSR and Syria). They will also look for monies obtained through the illegal sale of Technology, Drugs, Precious Metals, Gems, Gun-Runners and the like. They will also look for tax evaders and money launders.

3. The main PUBLIC reason for these programs is for funding Third World Programs. This simply means that the IMF shall take monies earned through the Trading Programs and fund projects such as Hospitals, Roads, Dams, Schools, Rail Roads, removal of mines (in war torn areas) and the like. These projects funded by the FEDs and IMF are called Humanitarian Programs.

4. The last reason and one I have never heard broadcasted, is for the private gain of the people in power who designed the programs. Keep in mind that all FED and IMF programs are at the will of the FEDS and the IMF. These two governing entities can cancel a program at their own whim and or change the parameters governing the Trading Programs.

How does a Trading Program generate monies?

1st lets look at a typical Humanitarian Project.

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Trading Programs start with the Humanitarian Project that needs to be funded. Once the FEDS and or IMF agree that a project should be funded the program can start. We can look to a Hydroelectric Dam project in Viet Nam as an example. Viet Nam shall look for funding from the FEDS and or IMF. They will ask for funding based upon the value of the finished project. Monies earned from the projected earnings of the dam shall repay the loan to the FEDS and or IMF. If there is a default then the FEDS and or IMF shall own the Dam.

2nd Generation of Funds.

Trading Programs are the simple Buying and Selling of Bank Instruments or Debentures, Loans. These are called Zero Coupon, Medium Term Debentures (Notes), Stand By Letters of Credit and Prime Bank Guarantees (there are others).

For example... You buy a house for $100,000.00. You put down ten percent $10,000.00. The lending bank pools the home mortgages and sells them for 50% face value. The bank now has 60% of the monies lent back into their hands. The mortgage institution collects the interest and pays both parties. This allows the bank to lend more monies and collect more interest. At the same time an Insurance company, Pension Fund, Money Market Program, and others will look to buy these Loans at 92% up to 106% of face value. These grouped loans shall pay a fixed rate of interest over a fixed period of time allowing them to show this projected earnings as fixed income.

3rd What will the Trading Programs do?

There were 7 Primary Traders. One has died and another has taken ill and has a replacement. These parties are at the top of a pyramid. Under them are the Cutters. These are World Class Banks that shall cut the paper. That is, they shall compile the loans into blocks of 10, 25, 50, 100 million and up. At this time there are approximately 12 Primary Traders.

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These blocks of financial instruments shall then be sold to Commitment Holders who in turn sell to sub commitment holders, who sell to insurance companies, Countries, Pension Funds, private parties on down. The original sale of the instruments can be at 60% of face of value. These instruments shall then be sold repeatedly until they reach a party willing to hold on to them for the interest they shall bear. The final price range can be as high as 106% of face value.

How do the FEDS and IMF earn an income from the Trading Programs?

When the Trader takes the monies from the investor, the Trader shall buy the financial instruments at a low price. The low price is obtained because the trader shall **prove funds first and then sell the instruments collateral first** at a much higher price. There are many buyers that are not capable of proving their ability to purchase, (it may be written in their by-laws and many other reasons that would take too long to go into at this time). The trader is capable of buying and selling up to three times a day. Each buy sell (cycle) is capable of earning 10% - 25% of the monies invested. At three times a day four days a week, so on and so on, a huge amount of earnings are generated. From these generated funds a full 50% shall be turned over to the FEDS, IMF, and to pay the costs of the buy / sell arrangements. These monies fund the Humanitarian Projects.

Please Note: There are many variables that affect the price of the instruments bought and sold.

Method (Types) of payment: Funds First, Collateral First with Proof of Funds for first Tranche, and Collateral First.

Originating Bank of Issuance: Top Ten World Banks receive a higher price than the end of the Top 500 World Banks.

Time Span: Some instruments are for Ten Years and a day, some for Five years or One year.

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Interest Rates: Some rates are higher than others. There are many other variables. In the past two years we have seen the interest rates fluctuate from the double digits to a singular digit.

Trading Programs: There are many trading programs. These programs come and go at the rhythm of the FEDs and IMF. These two entities shall set the pace as it were for all programs. Therefore what you shall read is a generalization of what is currently available. What will actually be used shall be decided between the investor and the Program Trader, as to what the FEDs and IMF are currently allowing. There are many variables for each program, such as:

1. **Time span**, one week, 20 to 28 banking days, 1 year and a day, up to five years.

2. **Investment**: Many different assets can be used such as: bank notes (such as PBG, MTN, SLC, CD, guarantees), precious metals and gem stones, paintings, land, petrochemicals and more. All shall be rendered into a United States Dollar amount.

3. **Guarantees**: There are guarantees of the investment (return of the actual investment) and on the investment (on the interest earned). Basically there are Prime Bank, Insurance, Corporate, best efforts Guarantees, and Bank Safe Keeping Receipts. **As of Jan. 1, 1997 almost all Guarantees are in the form of a Prime Bank Safe Keeping Receipt**.

4. **Humanitarian Projects**: Most of these projects are created according to the geo-political situations throughout the world.

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NOTE

1. Any and all Assets entered into a Trading Program MUST be GUARANTEED back to the investor.

2. Forms of Guarantees of the Investment:
   A. PBG, Prime Bank Guarantee issued by a Top 25 Western European Bank or Top American Bank. Can be a 108% or 106% return of your investment.
   B. Insurance Guarantee, Issued by a Top, Double AA Rated Insurance Company.
   C. Corporate Guarantee, Issued by a Top Rated Corporation.
   D. Safe-Keeping Receipt, Typically Issued by a Top World Bank "AA" rated.

Note: As of January 1, 1997 the FEDs have changed the guarantee to a Bank Safe Keeping Receipt. This instrument is "Live" but not re - tradable. This instrument must be held for one year before the client can cash in the Prime Bank instrument / Bank Safe Keeping Receipt.

3. Returns on the investment:
   A. Guaranteed, Typically the guaranteed return on the investment (Not of the investment) is for Trading Programs of $500 Million or larger. This may change at the dictate of the FEDs and or IMF. The returns on programs of this magnitude are set by the FEDs and or IMF.
   B. Best Effort, Almost all Trading Programs under $500 Million are Best Efforts. Keep in mind that your Trader will not earn an income until and unless your particular program is successful.

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N.C.N.D.
NON-CIRCUMVENTION, NON-DISCLOSURE AND WORKING AGREEMENT
International Chamber of Commerce (500 / 600 Rules)

Regarding the sale and / or transfer of: Currency, Financial Instruments, Financial Programs - Loans - High Yield, Gold, Sugar, Urea, Cement, Grains, Gemstones and all Commodities traded by and through said parties, Initialed:

This Agreement is entered into by and between all parties whose signature appear below and is based on the following clause for its legal basis and includes, but is not limited to, the special provisions, terms and conditions following therefrom.

The signatories herein agree and guarantee not to circumvent, or attempt to circumvent, any of the parties each discloses as a result of this Agreement and to abide by the Non-Circumvention, Non-Disclosure, and Force Majeure provisions, as provided by the International Chamber of Commerce (ICC 500/600 Revisions), with its latest edition and amendments and this shall apply to all aspects of this Agreement and shall apply to all parties involved for a period of THIRTY SIX (36) MONTHS (or as long as this transaction continues, whichever is the longer) from the date of this Agreement herein, and binds the parties, their employees, associates, transfers, assigns, attorneys, representatives, and / or designees.

WITNESSETH

WHEREAS, the undersigned parties wish to enter into and / or participate in this transaction during the term of this Agreement for their common benefit and that of their associates, assigns, transfers, designees, representatives, affiliates, agents, brokers, partners, shareholders, co-venturers, etc. (hereinafter called Associates); and

1._____ 2._____ 3._____ 4._____ 5._____ 6._____

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NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows;

1. Any and all confidential information, including that derived from confidential sources, is acknowledged as valuable and exclusive property of each respective party.

2. Each signatory party below agrees that they are responsible for assuring that its Associates abide by the intent of this Agreement, and that violations or circumvention's will entitle the violated party to legal monetary damages equal to the maximum compensation it should have realized from such a transaction, plus reasonable attorney fees and expenses as set forth by the court having jurisdiction.

3. Each party agrees that none of their Associates, nor assigns thereof, will disclose or cause to be disclosed any confidential information or source of such information.

4. Neither party nor their Associates nor any assigns thereof will contact the other party's transaction banks or financial institutions regarding and transaction which may be underway except through their mutually agreed-to assigns, and any attempt to do otherwise is a violation of the covenants contained herein, an attempt to circumvent or unilaterally alter commission agreements, and otherwise breach the intent of this Agreement, for which the violator shall pay damages equal to the total amount of commissions to the injured party, including punitive damages and reasonable attorney fees as set by the court having jurisdiction.

5. None of the parties nor their Associates nor any assigns thereof, individually or otherwise, will contact, solicit, or accept any business, including referrals, from the sources revealed as a result of this Agreement without the expressed written permission from, and introduction by, the party who made the source available.

1._____ 2._____ 3._____ 4._____ 5._____ 6._____

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6. This agreement shall in no way be construed as an agreement of partnership and no signatory shall, by virtue of this Agreement, have any claim against any separate dealings, ventures, or assets of any other signatory, nor shall any signatory be liable for any other signatory's commitments or liabilities, whether in business or in personal situations.

7. It is mutually understood and agreed that this Agreement is a reciprocal one between the signatories concerning their privileged information and contacts. Further, the spirit behind this Agreement is one of mutual trust and confidence and of the reliance on each other to do what is fair and equitable.

8. Signatures on this Agreement received via facsimile transmission shall be deemed to be an executed contract Agreement, admissible and enforceable pursuant to the terms and conditions of this Agreement.

9. If any part of the terms / provisions of this Agreement are in conflict with any rule of law or statutory provisions, or otherwise are unenforceable under the laws or regulations of any Government or sub division, thereof having jurisdiction, such terms/ provisions shall be deemed stricken from this Agreement. However such invalidity or unenforcability shall not invalidate any of the other terms / provisions of this Agreement, and this Agreement shall continue in force.

10. Each signatory below acknowledges that he / she has read this entire Agreement and by his / her own initials and signature hereby unconditionally agree to its terms and conditions commencing on the date first written below. Each signatory further warrants that he / she has the full and complete authority to execute this Agreement for him / herself and the party for which he / she has given his / her signature.

1._____ 2._____ 3._____ 4._____ 5._____ 6._____

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11. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations, whether written or oral, with respect to services and products purposed. No Agreement, representations, or warranties have been made by the parties except as expressly set forth herein.

12. There are ----------parties to this Agreement:

1. Full Name:_____ Company
Signature:_____
Date:_____

2.Full Name:_____ Company: _____
Signature_____ Address: _____
Date:_____ ___: _____
Tele/Fax: _____ ___: _____

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SAMPLE LETTER OF INTENT
THIS MUST BE ON THE INVESTOR'S LETTERHEAD

Please consider this as my/our LETTER OF INTENT to enter into a Private Investment Program through the efforts of _____ and/or a represented Trading Company. It is understood that this LETTER OF INTENT is conditional upon my verification and approval of the program as represented.

It is my/our understanding that this program calls for an investment on our part in the amount of $ _____USD in the form of _____ . Said funds are of non-criminal origin, free and clear of all liens, taxes, and encumbrances.

It is understood that I/we are financially capable of entering into a program of this magnitude and shall do so upon approval. I am prepared to show proof of assets to the Trader and or his appointed representative.

Please accept this LETTER OF INTENT and advise me/us of the timing of this program so we may proceed with expedience.

Yours truly,

By: _____
Title: _____
Company: _____

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LIMITED POWER OF ATTORNEY

Be it known by these presence on this the _____ day of_____ , 1996 that we,

Company Name: _____
Address : _____
City: _____ State: _____
Country : _____
Officer's Name: _____
Title: _____
Passport Number:_____

being authorized signatory of said company and resident of said country do hereby appoint:

Company Name: _____
Address : _____
City: _____ State: _____
Country : _____
Represented by: _____
Passport Number:_____

as our Attorney - in - Fact, to do all acts and deeds for us and on our behalf in respect to the following:

To negotiate and finalize the terms and conditions of an Investment Program with our funds, blocked for the purpose in:

Bank Name:_____
Account Number:_____

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(as confirmed by a Letter from said institution dated, _____ , 1996), or subsequently blocked in another financial institution to be designated by the Grantor, and that such funds shall remain blocked for a further period of ten (10) international banking days to enable our above named Attorney - in - Fact to verify and cause to be verified the said blocking of investable funds and place the same in an appropriate Investment Program. To finalize all necessary requisites to enable us to have an investment account opened in a bank in Switzerland or any Top 25 Western European Bank, should we choose to do so, which shall be operated by us, and to do all such acts and deeds for opening such an account for which we have furnished the necessary requirements of said bank where our Attorney - in - Fact shall cause an account to be opened. All instructions in this regard given to the bank by our said Attorney - in - Fact for us and on our behalf shall be honored by us. We further agree to condone all acts and deeds done and executed by the Attorney - in - Fact for us and on our behalf in a good and faithful exercise of these powers as if the same were done and executed by us personally.

In witness whereof we put our hands on this _____ day of_____ , 1996, in the presence of a public notary, under oath of an affidavit, and confirm, that these powers shall remain in full force for a period of one year and ten days from the day and date herein above mentioned unless otherwise extended.

By : _____

Title : _____

(Corporate Seal) (notary Area)

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Definitions:

The following are definitions of terms used in this business.

BIS
This is an abbreviation for "Bank of International Settlement"

BROKER
A person licensed by the Security Exchange Commission or State Board of Realtors. The Term Broker is often misused to name an intermediary in commodities transactions, such as in the sale of sugar, cement, financial instruments, and the like.

CONFIRMATION OF FUNDS
This is the document by which the principal's bank LEGALLY states (KTT) that the principal does have the "cash" stated and will comply with the principal's instructions to transfer them.

FEDs
Shorthand for "Federal Reserve Board"

FEE PROTECTION AGREEMENT
This document is issued typically by the buyer or investor. It is used as a contract to guarantee payment to all intermediary parties involved in a particular transaction.

HIGH YIELD PROGRAM
This is "Industry Jargon." The term is continuously misused in place of "Trading Program."

IMF
Short for "International Monetary Fund."

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K.T.T.
This is the legal process whereby one Bank will affirm to another Bank the existence of an Asset (such as Cash, CDs, Gem Stones, Precious Metals, Etc.). This legal document binds the bank of issuance, under penalty of law for exactly what has been stated.

LETTER OF INTENT
This is a legal document describing the conditions under which the principal will place his/her funds

LIMITED POWER OF ATTORNEY
This is a simple but powerful legal document that empowers the "TRADE MANAGER" to deal with the parties within the business on behalf of the principal. The transactions WILL NOT HAPPEN without this instrument. None of the trade banks or the traders will allow any outsiders inside the system. As stated these transactions are VERY PRIVATE and are considered "OFF LEDGER TRANSACTIONS" and private.

MTN
These are "Medium Term Notes (Debentures)." Typically the MTNs are fixed to the prevailing interest rate. Currently the MTNs are issued in $10, 25,50,100 Million groups, at 7.5% interest for a term of 2, 5, and 10 Years.

NCND
The NCND (Non-Circumvention Non-Disclosure) document is used to protect all parties involved in the transaction. This document is used to prevent the misuse of any information gained between parties and to prevent the "Going Around" each other.

PBG
This stands for "Prime Bank Guarantee". These are Bank Guarantees issued by "PRIME" Banks, preferably by a top 100 world bank "AA" rated.

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PRINCIPAL .
This is the party that has the "cash" and wants to make an above average earnings and or profit.

ROLL PROGRAM
This again is an Intermediary term that describes what they think is a Trade Program.

SAFE KEEPING RECEIPT
This is a document issued by the institution that is holding an asset that belongs to the owner. Said documents are issued by the institution stating exactly what is being held and for how long the item shall be held. The issuing institution guarantees the safe return of the item held. In some instances added insurance maybe necessary to cover the replacement cost of the item(s) held.

SLC
This is a term which stands for "Stand By Letter of Credit". These SLCs are used by buyers to purchase different commodities. Example: Pepsi Co. may issue an SLC to a Brazilian Sugar Refiner to hold and purchase the next three years of sugar production. The refiner will be allowed to take money from the SLC as the sugar is delivered each month through the three year period.

TRADING CYCLE
The time span from when your assets are accepted into the Trading Program and starts to "Trade" to the time period when the Trading Program ends and income earned is paid to the investor.

TRADE MANAGER
Individual or individuals, such as Commitment Holders, Traders, Sub-Traders, Facilitators, etc. that can buy and sell the Bank Debentures used in the Trade Programs.

TRADE PROGRAM
This is an Intermediary term for the participation in the buying and selling of Bank Debentures.

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WARNING SIGNS

These are some of the signs to look for in helping you to make a decision not to transact business with the intermediary or trader offering you a Trading Program.

1. If you are asked for "Up Front Fees."

2. If your Funds are not protected at All Times.

3. If you are not satisfied with the answers given or answers are evasive.

4. If the documents you receive are faxes of faxes of faxes...

5. If your investment is not handled "Bank to Bank." That is from your Bank to the Trader's Bank.

6. If the Program Trader states that you must reinvest all profits back into the program. Though this may be desired by you the investor, you should be able to remove all income earned at the end of each Trading Period.

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To: All parties concerned.

Dear Sir or Madam;

This is a very brief run down on how to enter into a Trading Program and how the rough contract shall be written.

Steps:

1. We need a Letter of Intent to be issued by the party interested in entering into a Trading Program. This LOI must be on the investing party's LETTERHEAD. The LOI need not include the investor's banking at this time. (The investor shall be required to send their banking directly to the Trader). A sample LOI is included in this package.

2. All parties to the transaction shall be required to sign a Non-Circumvention, Non-Disclosure (NCND) agreement. A sample agreement is included in this package.

3. A Fee Protection Agreement shall be issued by the investor.

4. After items 1, 2, and 3 are completed the investor shall be put into direct contact with the Trader.

5. The investor shall send the LOI to the Trader care of [redacted] & Associates.

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6. The Trader shall advise and inform the investor about program availability. Both parties shall decide what Trading Program is best suited for the investor:

7. An Investment Program Agreement / Letter of Invitation / Contract shall be sent to the investor by the Trader. This document shall follow these basic steps:

A. The investor agrees to invest XYZ assets that are of non criminal origin, free and clear of all liens, taxes and encumbrances.

B. The Trader's company agrees to invest said XYZ assets into a Trading program.

C. The Trader agrees to issue a Prime Bank Instrument or Bank Safe Keeping Receipt for a minimum of 100% of the trading value of the investment. This shall be from a Top European or American Bank "AA" rated or better.

D. The full body of the contract shall be given from the Trading Principal to the investing Principal. This means that there are no joint venture parties in between. You the investor are at the TOP. This Trader works directly with the FEDs and IMF.

E. Basic procedures are as follows:

1. Investor returns the executed contract, Bank "Confirmation of funds letter", Limited Power of Attorney (for transferring control of the XYZ assets from the investor to the Trader).

2. The investor shall "Prove the XYZ Assets"

3. The Trader shall K.T.T. (That is Bank to Bank) the Pre Advise of the Prime Bank Instrument or Bank Safe Keeping Receipt to the investor's bank.

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4. The XYZ assets shall move to the Trader's bank account.

5. Within 3 - 5 Banking Days the Prime Bank Instrument or Bank Safe Keeping Receipt shall be delivered to the Investor's Bank. This instrument can be a PBG 106% or 108%, SLC, Safe-Keeping Receipt, Insurance Guarantee, Corporate Guarantee, or Bank Safe Keeping Receipt. Starting in 1997 the FEDs and IMF will only allow a Bank Safe Keeping Receipt (BSKR) for 106% - 108% to be issued. This should be issued by a Prime World Bank, preferably a Top Western European Bank or American Bank "AA" rated or better. Please note that these notes are "Live" but are not allowed to be re-entered into Trade Programs. The BSKR is to be redeemed at the end of one year.

6. The Program starts. This program shall be for typically 25 Banking Days.

7. At the end of the 25 Banking days the investor shall be issued a second Prime Bank Instrument or Cash from the Trader's Bank for 100% - 125% of the enrolled amount.

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SAMPLE PROCEDURES FOR ENTERING ANY GOLD BACKED BONDS INTO A TRADING PROGRAM

1. You will need to come to an agreement as to the commissions that shall be paid. A sample is included herin. Pages 35 - 36.

2. A N.C.N.D. will have to be signed between the parties. A sample is also included with this package. Pages 20 - 23.

3. Requirements for all documents pertaining the enrollment of the bonds into the Trade Program(s). Please look to pages 37 - 39.

4. A sample L.O.I. for a Gold Backed Bond Transaction. Please look to pages 40 - 41.

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Sample Fee Protection Agreement
This must be on the investors letterhead IRREVOCABLE
Fee Protection Agreement, for Trading Programs for Bonds

Transaction: Enrollment of _____ (__) Peruvian Bonds into a Trading Program(s).

Transaction Code: ***Security Code:*** ***Finder's Fee Code***

Quantity: Approximately $_____ USD worth of Bonds with possible extensions. (Certificates of indebtness of Peru.)

Consultant's Fee: _____ _____ (__ %) of Total Gross Earned from said Program(s).

Herein after it is agreed that I (We), ____(**Name of Client**) ____ of _____ (**Name of Company**)_____ , desire to enter Approximately $_____ USD value of Five (5) Peruvian Bonds (Certificates of indebtness of Peru.) (Herin after called "Bonds"), into a Trading Program(s). I/We further state and guarantee under penalty of perjury, that I/We have full legal authority and responsibility to enroll said Bonds. These Bonds are of non criminal origin and are non-encumbered, free of all liens, taxes, and encumbrances. I (We) shall be responsible to pay to ____ _____ of _____ and _____ _____ _____ (__%) of the Gross earned from the investment into the above mentioned Trading Program(s). This ___% is to be paid from the proceeds paid to __ (**Name of Client)** __ the enrollee of the Bonds into the trade program(s), not from the proceeds paid to the Trader. I/We further agree to pay said consultant's fee for any rolls and or extensions, with or without the same codes. Payment to all referrals shall be the responsibility of their appropriate Consultant. It is understood that at this time there is no contract. This Consultant's Fee shall apply to any Trading Program(s) that I /We the client(s) shall consent to be enrolled into by the efforts by the above mentioned Consultants.

_____ _____ _____
1. _____ **2.** _____ **3.Client**

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Consultant's Fee List

1. Name of Consultant (_____) %_____

Passport Number:_____Social Security Number:_____

or Tax Id. Number

2. Name of Consultant %_____

Passport Number:_____Social Security Number:_____

or Tax Id. Number

Client's Name:

_____

Authorized signature:

_____

Seal:

Bank Name:_____
Bank Address:_____
Bank Officer:_____
Swift/ABA No.:_____
Bank Telex No.:_____
Account Holder:_____
Account No.:_____

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To: _____

From: _____

Re: Bonds into Trading Program.

Dear _____;

All of us at _____ thank you for looking to us for your needs in regard to a Trading Program for the Peruvian Bonds. PLEASE NOTE THAT THIS IS A RESPONSE TO YOUR VERBAL INQUIRY. THIS IS NOT A SOLICITATION. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE TRANSACTIONS AND OR RETURNS. Please remember that you have come to _____ through _____ and _____.

Procedure:

The Client must submit a Letter of Intent in which he defines the asset he wishes to submit for program consideration, the ownership, number of bonds, readiness to proceed, request for specific program information, payment and schedule and related. This initial Letter of Intent must be sent to _____. It will be forwarded to _____.

Participation Prerequisites:

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1. A notarized historical Affidavit of Ownership must be provided. This will show a clear line of ownership back to when they were issued; or a minimum of ten years details of ownership must be given.

2. A notarized copy of the authentication document from a recognized source for all certificates.

3. A list of the bonds' serial numbers, date of issue, interest rate and coupons remaining. This too must be notarized.

4. A valuation of the certificates from a recognized source, notarized.

5. A notarized color copy of one bond - front, back and coupons from each type of bond.

6. A copy of the Safe Keeping receipt of where the bonds are presently lodged.

7. An exclusive Letter of Intent as per attached specimen.

The necessary documentation must be faxed to us and the original copies Federal Expressed to the correspondent address. The owner must also send his full banking coordinates for receipt of payment.

The Asset Depository Agreement can be faxed to the owner. They photocopy it, sign both copies, fax a signed copy back to us and "Fed Ex" the two original copies.

Upon acceptance of the signed agreement, the institution where the bonds are lodged, and the bonds offered, a date will begiven whereupon the owner must either bring the original Safe Keeping/Deposit receipt to our nominated Lawyer, or courir it to them. They will issue a receipt for the Safe Keeping/Deposit receipt and an undertaking to return it as per the Asset Depository Agreement.

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The date that the Safe Keeping/Deposit receipt is placed with the "Executives" Lawyer is the true start date of the agreement for one year and twenty days.

Payment Schedule:

Allocated profit returns are made by Swift Wire Transfer into the owner's given bank coordinates.

The first payment is made 30 days after the owner places their Safe Keeping receipt with the "Executives" Lawyer. A further 9 payments are made every thirty days thereafter.

Please note:

A power of attorney cannot sign the Asset Depository Agreement.

Any person representing a Company, must produce the Board Resolution appointing them to act on its behalf. If an intermediary makes a deal with the owner of bonds submitted, for a share of the profits, we must be informed. Depending on when the bonds are proffered, it will not necessarily mean an instant invitation to participate as entry volume is controlled.

As of today's date the following bonds/certificates, backed by Gold have been accepted. The values quoted are annual returns and will be divided into 10 payments.

Certificates of Indebtness of Peru. This was 30 Million USD, this shall be lowered, we do not know the going rate at this time.
(There are others, please inquire.)

THIS DOCUMENT IS FOR INFORMATION ONLY. IT IS NOT FOR CIRCULATION NOR SHOULD IT BE CONSIDERED IN ANY WAY AS SOLICITATION FOR FUNDS. THE DETAILS DESCRIBED ARE SUBJECT TO CANCELLATION OR CHANGE WITHOUT NOTICE.

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SAMPLE LETTER OF INTENT
THIS MUST BE ON THE CLIENT'S OR APPOINTED LEGAL REPRESENTATIVE'S LETTERHEAD

TO : _____

PLEASE CONSIDER THIS AS MY/OUR LETTER OF INTENT TO ENTER INTO PRIVATE PLACEMENT TRADING PROGRAM. IT IS UNDERSTOOD THAT THIS LETTER OF INTENT IS CONDITIONAL UPON MY VERIFICATION AND APPROVAL OF THE PROGRAM AS REPRESENTED.

I/WE ARE SUBMITTING [type of bonds and number of bonds (i.e. gold backed Chicago Saginaws, issue 1879, 14; etc...)]. SAID BONDS ARE OF NON-CRIMINAL ORIGIN, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES. (SEE ATTACHED LIST WITH BONDS AND BOND NUMBERS FOR VERIFICATION AND VALIDATION).

I/WE AM/ARE THE LEGAL OWNER(S) OF THE SUBMITTED BONDS, OR I/WE ARE DIRECT WITH THE LEGAL OWNER. THAT I/WE ARE AVAILABLE AND PREPARED TO SUBMIT AND SIGN ANY AND ALL NECESSARY DOCUMENTS AND TRADING CONTRACT. AS LEGAL OWNER(S) I/WE ARE AWARE OF THE PROCEDURES AND THE DOCUMENTS REQUIRED AND AM/ARE FULLY PREPARED TO SUBMIT SAME TO ENTER INTO THIS PROGRAM.(If not legal owner(s) then must state in behalf of legal owner(s), that legal owner(s) has/have been advised and accept(s).....)

I/WE THE LEGAL OWNER(S) HAVE BEEN ADVISED THAT DUE TO AN OVERALL MARKET DEVALUATION, THAT THERE IS A SUBSEQUENT DEVALUATION IN PROGRAM PROFITS FOR SUCH BONDS ACCEPTED AND ENTERED INTO THIS PRIVATE TRADING PROGRAM AND COMPARED TO RETURNS DISPLAYED IN PAPERWORK I/WE HAVE REVIEWED;

PSI-Amouzou-09-0189

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THAT I/WE WILL RECEIVE WRITTEN INFORMATION AS TO THE SPECIFIC UPDATED CURRENT VALUE/RETURN FOR EACH BOND; THAT THE VALUE/RETURNS TO INVESTOR WILL BE STIPULATED IN THE CONTRACT AGREEMENT AT THE TIME CONTRACT IS EXECUTED AND ACCEPTED.

PLEASE ACCEPT THIS LETTER OF INTENT AND ADVISE ME/US OF THE TIMING OF THIS PROGRAM SO I/WE MAY PROCEED WITH EXPEDIENCE.

YOURS TRULY,

BY_____
TITLE_____
COMPANY_____

Seal:

PSI-Amouzou-09-0190

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KRAMER INTERNATIONAL GROUP
WILSHIRE PARK PLACE
3700 Wilshire Blvd., Suite 905, Los Angeles, CA 90010
Tel: (213) 385-3455, (213) 385-3346
Fax: (213) 385-2156

Los Angeles April 27, 1999

Mr. Oscar Mumbambi
Representing of Kramer International Group
in West Africa.

Dear Mr. Mumbambi

I arrived in time yesterday from an extensive overseas trip just to find your rather important letter via fax of the same date with much thanks.

Please be advised that the contents of yours has given very serious considerations. It therefore behooves me to advise you that we will gladly work with Social Security Housing Corporation in Gambia and thus arrange for free, the necessary finance for those proposed houses.

Incidentally, the proposed project, subject to other conditions, fairly well meets our stated aim of helping and arranging funds for humanitarian projects at no cost to the recipient nations. In regard to the subject project, I believe, should Standard Chartered Bank of Banjul align with a PRIME BANK to guarantee 15 % of the estimated five thousand (5000) homes to be built, we should be able to expedite matters and thus provide the required funding. The suggested 15% guarantee will have to be provided in its proper form, i.e. Letter of Guarantee by the PRIME BANK.

Thank you for anticipated prompt attention and response to this letter.

Sincerely

Dr. Mehenou S. Amouzou
President

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

PSI-Amouzou-09-1366

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Social Security and Housing Finance Corporation

P. O. Box 570
Social Security House
61 Ecowas Avenue
BANJUL
The Gambia
West Africa

Your Ref:

Our Ref:

Telephones:
Managing Director: 228688
Secretary to the Board: 224845
Public Affairs Manager: 225427
Exchange: 222271 - 222276 (6 lines)
Telegrams: SSHOKSECURITY BANJUL
Telex: 2274 SSHOFIC GV
Telefax: (220) 228688
E-mail: sshfc@gamtel.gm

SSHFC/HF/36F/VOL.V/(99) 13th October 1999

Kramer International Group
Wilshire Park Place
3700 Wilshire Blvd.
Suite 905, Los Angeles
CA 900 10
U.S.A.
ATTENTION: DR. AMOUZOU

Dear Sir,

SUBJECT: PROJECT FINANCING FOR BRUSUBI HOUSINGPROJECT (PHASE 2)

I wish to refer to our recent discussions (SSHFC/Servicios Integrales De la Casa, S.L.) pertaining to the above subject matter.

As a follow-up to these discussions, SSHFC is now formulating a project proposal based on the information received during the discussions. The project proposal will be forwarded to you for consideration as soon as it is finalised. In the mean time, we would like to have your comments on the following proposed loan terms and conditions:

i)	Loan amount (approx.)	US $15 million
ii)	Repayment period	20 - 25 years
iii)	Interest rate	4 - 5%
iv)	Grace period	2 years
v)	Guarantee for the loan	from a prime Gambian Bank.

2/...

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

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Do kindly also give us an indication of the magnitude of the guarantee to be provided by the prime bank and in what manner.

We thank you for your interest in our development efforts and look forward to hearing from you soon.

Yours faithfully,

SOCIAL SECURITY AND
HOUSING FINANCE CORPORATION

T.K. DANSO
For: MANAGING DIRECTOR

cc: Augusto S. Alonso
Servicios Integrales
De la Casa, S.L.
Calle Consejo de Ciento,
605,PL
08026 Barcelona
SPAIN.

TKD/fmlc.

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KRAMER INTERNATIONAL GROUP
WILSHIRE PARK PLACE
3700 Wilshire Blvd., Suite 905, Los Angeles, CA 90010
Tel: (213) 385-3455, (213) 385-3346
Fax: (213) 385-2156

Los Angeles January 3, 2000

Mr. T.K. Danso
Managing director of
Social Security and Housing
Financed Corporation

Subject: Project Financing for BRUSUBI Housing Project (Phase 2)

Dear Mr. Danso,

Please be advised I have received your proposal (Brusubi Housing Project Phase 2) dated 16th December 1999. I was pleasantly surprised after reading it to find out that this project can be considered a humanitarian project. This being the case, it will change the whole process of financing. As the executive director MSA Inc, the President of Kramer International Group and being an African, it will be my pleasure to assist in any way I possibly can in this endeavor as a humanitarian project.

As a humanitarian project, we can arrange for a Grant, which would eliminate any team payback of the $16 million dollars. The bank guarantee which would have been required in a loan situation will be replaced by a humanitarian grant at the end of the project and. Or when the bank guarantee is due and payable.

The Grant procedures are as follows:

1. **A bank Guarantee of $16 million US dollars will be issued to Kramer International Group upon the execution of the project**

2. **This "Bank Guarantee" (Prime Bank Guarantee) must be issued by a local first bank and must be confirmed by a European Prime Bank or by any Foreign Prime Bank.**

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

PSI-Amouzou-09-0981

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(If necessary we can furnish a sample copy of the bank guarantee)

3. **After verification and acceptance of the bank guarantee a banking account will be established to receive the money. The Original of the bank guarantee will be sent to the bank under the name of the beneficiary in a safe deposit.**

4. **The maturity of the bank guarantee will be 14 months**

5. **At the end of maturity the bank guarantee will be returned to the bank which issued it.**

As soon as we are in receipt of the pertinent documents we will, immediately start the processing. This operation requires the authorization from the Federal Reserve Bank. We need to constitute a Humanitarian Project File, which will take 45 days. We should be able issue the grant after the said period and thereafter a payment schedule would be set for the total amount requested, $16M (Sixteen Million Dollars).

This transaction from the beginning to the end will be overseen and executed under the supervision of the Federal Reserve Bank of the USA

Finally please be advised that this funding is always possible for any government project subject to conditions set by the High Financial Authority. It will thus be appreciated should you advise us as to your preference with your regards to the funding.

HAPPY NEW YEAR TO YOU, TO YOUR FAMILY AND ALL YOUR STAFF

Sincerely,

Dr. Mehenou S. Amouzou
President

PSI-Amouzou-09-0982

KRAMER INTERNATIONAL GROUP
WILSHIRE PARK PLACE
3700 Wilshire Blvd., Suite 905, Los Angeles, CA 90010
Tel: (213) 385-3455, (213) 385-3346
Fax: (213) 385-2156

FUNDING AGREEMENT

THIS AGREEMENT, is made in the City of Los Angeles, California on February 25, 2000, BETWEEN TRANSCAR SERVICE Ltd. Engaged in construction with the place of Business at Luanda Angola, represented by Mr. Lino L. Tavares (hereinafter called "TAVARES") above mentioned "BENEFICIARY" AND KRAMER INTERNATIONAL GROUP, represented by Dr. Mehenou S. Amouzou,. President hereinafter "FINANCIER" with the place of business at 3700 Wilshire Boulevard Suite 905, City of Los Angeles, California, USA (hereinafter called "KIG"), WITNESS:

It has been admitted this following:

Article 1. OBJECTIVE

Regarding the development of socio-economic infrastructure and the construction of prefab-housing in the Republic of Angola, the " BENEFICIARY" give mandate to the "FINANCIER" which accepts to:

1.) To arrange and make available to the "BENEFICIARY" a finance with the condition below, a funding of forty-five million USD ($ 45.000.000) to finance and to realize a construction of 270 homes (see design in annex)

2.). To furnish within the framework of this specific agreement and in the limit of the funding for the provision of the service necessary, corresponding the list of the annex project in this funding agreement and in the respect of International price.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

PSI-Amouzou-10-1390

Article II: **FUNDING CONDITION**

Total Funding: Forty-five million USD ($ 45.000.000 USD)

The Funding Procedures are:

1. **A bank Guarantee of $45 million US dollars will be issued to Kramer International Group upon the execution of the project.**

2. **This "Bank Guarantee" (Prime Bank Guarantee) must be issued by a local first bank and must be confirmed by a European Prime Bank or by any Foreign Prime Bank.**

(If necessary we can furnish a sample copy of the bank guarantee)

3. **After verification and acceptance of the bank guarantee a banking account will be established to receive the money. The Original of the bank guarantee will be sent bank to bank to the name of beneficiary in a safe deposit.**

4. **The maturity of the bank guarantee will be 14 months.**

5. **At the end of maturity the bank guarantee will be returned to the bank which issued it.**

As soon as we are in possession of the documents we will immediately start to proceed.

We can start to funding the grant after 45 days and the rest will be scheduled up to the total amount requested $45 Million Dollars ($45.000.000)

Article III **SPECIAL DISPOSITIONS**

TRANSCAR SERVICE LDA. Will advise Kramer International Group (Dr. Mehenou S. Amouzou, President), of the name of the Bank and the account number which it would wishes to receive the fund.

The fund must be used on project mentioned in this agreement.

PSI-Amouzou-10-1391

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Kramer International Group reserves the right to cancel this program in case the fund is used on other things.
The parties' collectively will define a schedule calendar of payments.

Article IV **DURATION**

The Present agreement is valid for fourteen months (14 months). Effective date start as soon both parties sign the contract. It will be renew for another period of fourteen months (14 months), unless the other party give a three months notice before the expiration.

ARTICLES V: **LITIGATION**

The litigation will be solved by amicable settlement between the BENEFICIARY and the FINANCIER.

Default of the amicable settlement both parties conform to have recourse to the arbitrage procedure.

February 25, 2000

TRANSCAR SERVICE LDA. **Kramer International Group**

Mr. Lino L. Tavares **Dr. Mehenou S. Amouzou**

KRAMER INTERNATIONAL GROUP CORPORATE SEAL SINCE 1981

PSI-Amouzou-10-1392

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KRAMER INTERNATIONAL GROUP
WILSHIRE PARK PLACE
3700 Wilshire Blvd., Suite 905, Los Angeles, CA 90010
Tel: (213) 385-3455, (213) 385-3346
Fax: (213) 385-2156

FUNDING AGREEMENT

REF. MSA/9293

THIS AGREEMENT, is made in the City of Los Angeles, California on March 3, 2000, BETWEEN SOTARCO Ltd. Engaged in construction with the place of Business at Luanda Angola, represented by Mr. Manuel Alves Junior (hereinafter called "ALVES JUNIOR") above mentioned "BENEFICIARY" AND KRAMER INTERNATIONAL GROUP, represented by Dr. Mehenou S. Amouzou,. President hereinafter "FINANCIER" with the place of business at 3700 Wilshire Boulevard Suite 905, City of Los Angeles, California, USA (hereinafter called "KIG"), WITNESS:

It has been admitted this following:

Article 1. OBJECTIVE

Regarding the development of socio-economic infrastructure and the construction of prefab-housing in the Republic of Angola, the " BENEFICIARY" give mandate to the "FINANCIER" which accepts to:

1.) To arrange and make available to the "BENEFICIARY" a finance with the condition below, a funding of forty-five million USD ($ 45.000.000) to finance and to realize a construction of 270 homes (see design in annex)

2.). To furnish within the framework of this specific agreement and in the limit of the funding for the provision of the service necessary, corresponding the list of the annex project in this funding agreement and in the respect of International price.

Article II: FUNDING CONDITION

Total Funding: Forty-five million USD ($ 45.000.000 USD)

The Funding Procedures are:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

PSI-Amouzou-10-1403

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1. **A bank Guarantee of $45 million US dollars will be issued to Kramer International Group upon the execution of the project.**
2. **This "Bank Guarantee" (Prime Bank Guarantee) must be issued by a local first bank and must be confirmed by a European Prime Bank or by any Foreign Prime Bank.**

(If necessary we can furnish a sample copy of the bank guarantee)

3. **After verification and acceptance of the bank guarantee a banking account will be established to receive the money. The Original of the bank guarantee will be sent bank to bank to the name of beneficiary in a safe deposit.**

4. **The maturity of the bank guarantee will be 14 months.**

5. **At the end of maturity the bank guarantee will be returned to the bank which issued it.**

As soon as we are in possession of the documents we will immediately start to proceed.

We can start to funding the grant after 45 days and the rest will be scheduled up to the total amount requested $45 Million Dollars ($45.000.000)

Article III FUND REPAYMENT

This Funding program is unique. It is designated as a grant in that the funds do not have to be repaid. However, the funds must be used for their approved purposes only.

Article IV SPECIAL DISPOSITIONS

SOTARCO, LDA. Will advise Kramer International Group (Dr. Mehenou S. Amouzou, President), of the name of the Bank and the account number which it would wishes to receive the fund.

The fund must be used on project mentioned in this agreement.
Kramer International Group reserves the right to cancel this program in case the fund is used on other things.
The parties' collectively will define a schedule calendar of payments.

PSI-Amouzou-10-1404

ph44585 on D330-44585-7600 with DISTILLER

568402.698

Article V **DURATION**

The Present agreement is valid for fourteen months (14 months). Effective date start as soon both parties sign the contract. It will be renew for another period of fourteen months (14 months), unless the other party gives a three months notice before the expiration.

ARTICLES VI: **LITIGATION**

The litigation will be solved by amicable settlement between the BENEFICIARY and the FINANCIER.

Default of the amicable settlement both parties conform to have recourse to the arbitrage procedure.

March 3, 2000

SOTARCO, LDA. **Kramer International Group**

Mr. Manuel Alves Junior **Dr. Mehenou S. Amouzou**

KRAMER INTERNATIONAL GROUP CORPORATE SEAL SINCE 1981

PSI-Amouzou-10-1405

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SPECIMEN OF BANK GUARANTEE

(ON BANK LETTERHEAD)

DATE:

Guarantee Number : .....
Contract Number :.....
CUSIP Number : .....
Code Number :.....

Currency : United States Dollars
Amount : US $
Maturity : (14 months)

For value received, we undersigned,_____(Name and address of issuing bank) hereby, irrevocably, unconditionally, without protest or notification, promise to pay against this bank guarantee to the order of _____(name & address of the beneficiary) or assigns, the bearer thereof, at maturity, the sum of US $.....(US dollars.....) in lawful currency of the United States of America, upon presentation and surrender of thus bank guarantee at the offices of.....(name & address of the issuing bank or the payee bank)..... Or on first written demand transmitted by beneficiary's banker to us by tested telex on or after the maturity date but not later than close of business in.....(Bank's name and address) on the expiry date which if fifteen (15) banking days after the maturity date.

Such payment shall be made without setoff, free and clear of any deduction or charges, fees or withholdings of any nature, now and thereafter, imposed, levied, collected, withheld or assessed by (the issuing bank) and /or any government subdivision or Agency thereof.

This Guarantee is governed by the latest revision of the uniform customs and practices as set forth by the International Chamber of Commerce. This guarantee shall be governed and construed in accordance with the law of (the US /U.K./ Switzerland and /France..)

This guarantee is fully transferable, assignable, divisible and negotiable without payment of any transfer fee, without notice to or endorsement by the issuing bank.

For and / on behalf of ...(The issuing Bank)...

Authorized Bank's Officer	**Authorized Bank's Officer**
Name:.....	**Name:.....**
Title:.....	**Title :.....**

SEAL

PSI-Amouzou-10-1406

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MINISTERE DE L'INDUSTRIE,
DU COMMERCE
ET DU DEVELOPPEMENT
DE LA ZONE FRANCHE

CABINET

N° 026/S/MICDZF

REPUBLIQUE TOGOLAISE
TRAVAIL-LIBERTE-PATRIE

Lomé, le 18 AVR. 2000 19

Le Ministre de l'Industrie, du Commerce et du Développement de la Zone Franche

TO M S A CONSORTIUM
ATTN : Dr Amouzou
826 Orange Avenue Suite 151
Coronado CA 92118
U S A

Dear Dr. Amouzou,

In my capacity as the Minister Of Industry, Trade, Investment and Zone Franche Development and on behalf of Togo and its government and pursuant in the directive of His Excellency, President Gnassingbe Eyadema, I hereby request that your consortium provide and or arrange a loan in the sum of $ 75 million (USD).

The said amount is needed to finance projects in anticipation and preparation for the Organization of African Unity (OAU) summit scheduled for July 2000. The summit as you may be aware of, involve all African head of states, must cabinet ministers, dignitaires and the world press corp.

The loan is thus urgently needed to finance projects such as construction of new and rehabilitation of olds roads, hotels and chalets, security, in short reparation of substantial sectors of our infrastructure.

The loan will be secured by government guarantee. We will appreciate a repayment schudele of twenty (20) years minimum with five (5) years grace period. We respectfully anticipate that the interest rate on the loan will be made competitive in light of the humanitarian nature of the projects.

Your immediate attention, cooperation and assistance in this matter will be greatly appreciated.

Sincerely,

REPUBLIQUE TOGOLAISE DU COMMERCE DE L'INDUSTRIE ET DU DEVELOPPEMENT DE LA ZONE FRANCHE

Rodolphe Kossivi OSSEYI

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

PSI-Amouzou-07-0747

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MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

October 27, 2000

Honorable Minister Osseyi
Republic of Togo
Africa

Re: Loan of USD 75 million for infrastructure project development in Togo.

Dear Minister,

This letter is to summarize the latest meeting of the Board of Directors of MSA Inc. This project that was presented earlier this year was reviewed in detail, examining all of the steps that have been implemented for the procedure of funding.

1. The request for the prime bank guarantee was waived due to the diligent efforts and assistance of Minister Osseyi, therefore the only requirement that was imposed was the local bank guarantee.

2. The Bank of America letter dated on June 6, 2000 was sent to you, requesting the distribution schedule and wiring information, in order to guarantee that the funds are allocated to the correct designated entities.

3. Review and discussion of this project on the last trip to Togo in October. 2000.

Permanent Subcommittee on Investigations
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PSI-Amouzou-10-0672

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At the current moment MSA is only waiting for final instructions, for disbursement, that MSA can hand carry this to the Bank of America in, California USA. Upon receipt of these instructions MSA will again be able to move forward to conclude this transaction.

We are open to any suggestion from your government to expedite this matter at your earliest convenience.

Please feel free to contact us regarding any questions you may have.

Sincerely,

David Naranjo

David Naranjo
Chief Executive Officer

aml/DN

PSI-Amouzou-10-0673

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Jaks (UK) Limited

Export • Import

82 Marlborough Road
Slough
Berks
SL3 7LF
UK

Tel: 00 44 01753 819565
01753 818484 / 5
Fax: 01753 819566
email: jaks@btclick.com

May 01, 2001

Dr Mahenou S Amouzou Ph.D
Mr Archie A Wilberforce
M S A Inc
Coronado

Dear Dr Amouzou and Mr Wilberforce,

I thank you for your fax of April 27, 2001.

We are pleased to note that your Corporation is prepared to work with us on a long term basis to our joint mutual benefit.

We enclose herewith two drafts as requested. You may, if you wish, make necessary amendments to these documents and let us know.

My Company is involved in export import business (international trading) dealing in sugar, rice, wheat, yellow and white corn, wheat flour, tea, coffee, urea, cement, pharmaceutical products, aircraft leasing, aircraft parts and equipment, mobile phones, mobile phone accessories, obtaining credit lines on a standby letters of credit, discounting prime bank guarantees, project finance and many more.

Our main business is in African countries, where we have very good trading relations. If you have any other business proposal, please feel free to contact me at any time.

Best regards,

Yours sincerely,
Jaks (UK) Limited,

V J Shingadia

Directors: V.J. Shingadia (Managing), K.V. Shingadia
Registered in England No. 4075871

Permanent Subcommittee on Investigations
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Jaks (UK) Limited

Export • Import

82 Marlborough Road
Slough
Berks
SL3 7LF
UK

Tel: 00 44 01753 819565
01753 818484 / 5
Fax: 01753 819566
email: jaks@btclick.com

May 8, 2001

Dr Mehenou S Amouzou Ph.D
M S A Inc
Coronado

Dear Dr Amouzou,

Re: White refined sugar

I refer to our telephone conversation of this afternoon and give below the specifications of sugar:

Commodity:	Indian refined white cane sugar
Specification:	Polarisation: 99.8 degree Moisture: 0.08% max Icumsa 100 max
Packing:	50 kgs packed in PP bags with inner polythene lining
Quantity:	Any quantity as per your requirement
Price:	USD265.00 FOB
Shipment:	within 30/45 days from the date of receipt of acceptable LC.
Payment:	Through 100% confirmed, transferable irrevocable letters of credit payable at sight (LC to be confirmed by any 100 top European banks)

If you need more information, please do not hesitate to contact me. If you need a proforma invoice for sugar, please let me know quantity etc.

Best regards,

Yours sincerely,
Jaks (UK) Limited,

V J Shingadia

Directors: V.J. Shingadia (Managing), K.V. Shingadia
Registered in England No. 1675571

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

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MAY-24-2001 06:21 PM ARCHIE WILBERFORCE 8585789508 P.01

MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

Jaks (UK) Limited
82 Marlboro Road
Slough
Berks SL3FLF, UK
Fax: 01763819566

May 24, 2001

Dear Mr. Shinjadia,

I appreciate your prompt response to mine. I am however disappointed by the contents therein.

Your letter appears to debunk the underlying reason why our board would like to know more about Dr. Queyrish. GMC and their relations with Jacks all of which I personally don't think is too much to ask. Since it certainly would be a dereliction of duty on mine and the board's part if due diligence is not done in a transcontinental transaction of such magnitude. Above all, a simple curriculum vitae and a couple of references are not too much to ask for especially where I address a personal letter to Dr. Queyrish just to receive response from someone else, namely you

Your suggestion that I make a trip to London with the Bank Guarantee before you provide me with the requested information is unacceptable. It may interest you to know that I am almost ready to proceed to your end and the subject information and/or the lack of it is what is holding me back. Under the circumstances I don't see the need of making the trip when I do not know really whom we are dealing with.

In conclusion, I would like you to know that, BHF-Bank has authenticated the Bank Guarantee. And so I am going to assume that your response to this letter is going to be swift and timely.

Sincerely,

Mehenou Amouzou, Ph.D
President

Business Development • Government Relations • Marketing • Corporate Communication • Seminars & Direct Dialogues Studies & Analysis • Access To Funds

PSI-Amouzou-08-0013

Permanent Subcommittee on Investigations
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CONSULTANT CAPITAL FUNDING AGREEMENT

CLIENT TRANSACTION CODE: ANCMSA502

This confidential Agreement is by and between MSA, Inc., Dr. Mehenou S. Amouzou, Authorized Signatory, hereinafter referred to as "Client" and Hyde Park Capital, Inc. and/or Assigns, hereinafter referred to as "Consultant".

WHEREAS the Client wishes to enter into a Private Placement, Buy/Sell or Trade Program; and whereas through the expenditure of time, effort and money the Consultant owns, possesses or controls certain proprietary and confidential information of a financial and business nature relating to certain Private Placement transactions, the Client hereby agrees to the following terms and conditions:

1. The Client agrees to pay to the Consultant an amount equal to Five Percent (5%) of the total gross profits received from the Program or Programs. The Client agrees without prejudice or recourse, to pay to the Consultant the agreed upon sum within 24 hours of receipt of profits, by SWIFT Wire or Fed Wire transfer. Such payment will be made to the Consultant each time the funds are withdrawn or disbursed from the Program.

2. Funds paid to the Consultant by the Client shall not be considered as a fee earned as a percentage of the Client's profits, but rather as a commitment for assisting the Client in the placement of the Client's funds into a Trade Program. This same terms and conditions of this agreement shall apply to any and all other transactions involving the Parties, now or in the future, unless otherwise specified.

3. The Client agrees and understands that this agreement shall not constitute a binding agreement until the Client's acceptance of and signing of an investment / trade contract. At that time all the terms and conditions as set forth herein shall become binding upon all the Parties to this agreement.

4. This Agreement will apply to any Private Placement, Buy/Sell or Trading Program introduced by the Consultant, and will include all renewals, extensions, rollovers and/or additions.

5. Each party hereto shall indemnify and hold harmless the other parties from any loss, claim, suit, or demand by any person claiming through any mentioned party for commissions, fees, or profit entitlement.

6. Except as may be required by applicable statute, regulation or process of law, all information exchanged between the Client and the Consultant is of a confidential nature and shall remain so indefinitely. Client shall not disclose to any unauthorized person or entity any information obtained or received regarding any and all Private Placement transactions introduced, made available, facilitated and / or provided by the Consultant.

7. All information relevant to any and all private placement transactions introduced, made available, facilitated and / or provided by the Consultant, including but not limited to private placement transaction details, individual names, corporate names, telephone numbers, fax numbers, electronic mail addresses, postal addresses, bank coordinates, and bank account information are to remain confidential.

PAGE ONE OF THREE **INITIALS:** _____ _____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

PSI-Amouzou-10-1076

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8. The terms and conditions as outlined in this Agreement shall inure to the benefit of and be binding upon the Client, their respective heirs, executors, administrators, successors and permitted assigns, and to any Corporations, companies or associations of which the Client is a shareholder, director, or employee, and shall include and bind any and all parties involved by or on behalf of the Client and their associates and/or affiliated companies.

9. The Client agrees to abide by the Non-Circumvention and Non-Disclosure provisions as referenced in the International Chamber of Commerce Rules and Regulations (current or as may be amended) for a period of five years and shall include and bind any and all parties involved by or on behalf of the Client and their associates and/or affiliated companies.

10. The Client agrees that they are fully aware that the information presented by the Consultant is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, but is intended for the Client's general knowledge and educational purposes only. Client has requested information from the Consultant of the Client's own choice and free will, and further that the Consultant has not solicited the Client in any way.

11. I, the undersigned, understand that the contemplated transaction is strictly one of private placement and in no way is relying upon or relating to the United States Securities Act of 1933 or related regulations, and does not involve the sale of registered securities. The Client and the Consultant have mutually agreed that all contemplated private placement transactions are exempt from the Securities Act and not intended for the general public, and all materials are FOR PRIVATE USE ONLY.

12. The Client agrees that they will keep completely confidential the provisions, rules and terms of this agreement and per signature below the Client acknowledges and is bound and committed under the laws of the United States of America.

The Client hereto irrevocably agrees to the terms and conditions of this agreement and does set his hand affixing his signature this 20 Day of MAY, 2002.

SIGNATURE OF CLIENT: _____

PRINT CLIENT'S NAME: Dr. MEHENOU S. AMOUZOU

NOTARY: CITY OF: San Diego COUNTRY OF: San Diego

LARRY J. KEYSER
Comm. # 1339096
NOTARY PUBLIC - CALIFORNIA
San Diego County
My Comm. Expires Jan. 12, 2006

Larry J. Keyser Notary

The signatory hereof personally appeared before me, the undersigned in the Country of San Diego and in the City of San Diego, on this 18 day of May, 2002. The within named person, duly identified before me, acknowledged that he executed the above and foregoing instrument of his own free will.

PAGE TWO OF THREE **INITIALS:** _____ _____

PSI-Amouzou-10-1077

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CLIENT NAME: Dr. Mehenou Amouzou
CLIENT ADDRESS: 4367 Florida St. Condo 5.San Diego CA 92104

HOME PHONE #: (619)[redacted]
EMAIL ADDRESS: MSAInc2@[redacted]
PASSPORT NUMBER: [redacted] EXP: June 2005 COUNTRY: Togo

SIGNATURE OF CONSULTANT:
BY: ROY INSCO
HYDE PARK CAPITAL, INC.

[redacted] = Redacted by the Permanent Subcommittee on Investigations

NAME: ROY INSCO DATE:

PAYOUT INSTRUCTIONS TO CONSULTANTS

Payee's Banking Coordinates

Bank:	**FIRST SOUTHERN BANK**
Address:	**3050 N. FEDERAL HIGHWAY**
	LIGHTHOUSE POINT, FLORIDA 33064
	United States of America
ABA Number:	[redacted]
For Credit To:	**DAVID R. ROY, P.A., Attorney Fiduciary Account**
Account Number:	[redacted]
For Further Credit To:	**Hyde Park Capital, Inc.**
Bank Officer:	**Pat Simpson**
Telephone/Fax:	**954-784-1150 / 954-784-4948**

NOTE: The above banking coordinates are considered confidential information and no unauthorized calls are permitted.

PAGE THREE OF THREE **INITIALS:** _____

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MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

San Diego, January 17, 2001

Ron Mason
525 East 80th Street
Suite One F
New York, NY 10021

Dear Mr. Mason

It was such a pleasure talking with you on the phone today. It may interest you to know that I have since contacted Mr. McFarland in London and appraised him accordingly. He indicated he would be contacting you with pertinent information on Bank of Seychelles.

With regards to our banking instrument, it will be issued by the Angolan Central Bank, Angola National Bank, in the amount of $150,000,000 (One Hundred and Fifty Million USD). This amount will be secured with Oil.

We look forward to a great, successful and lasting working relations with you.

Sincerely,

Mehenou S. Amouzou
President

Business Development • Gove
• Seminars & Direc

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1452

Corporate Communication
Access To Funds

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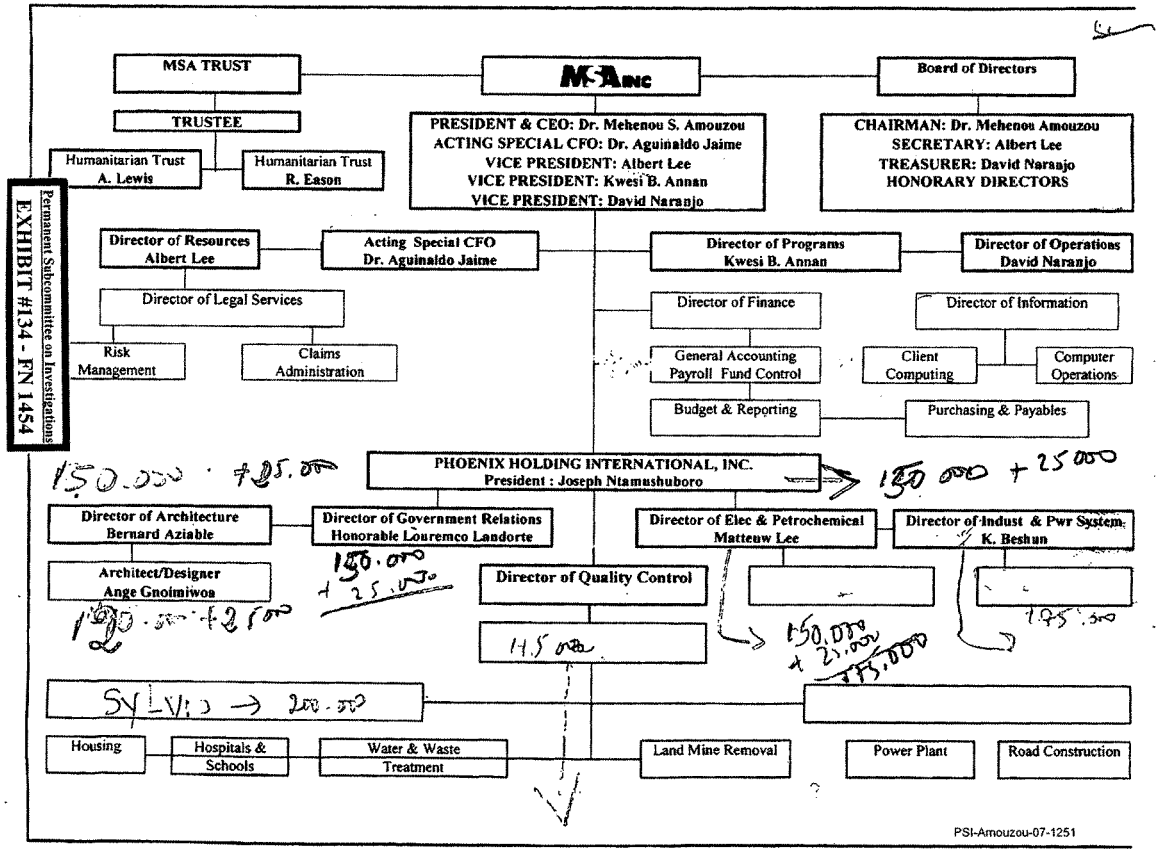
Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1454



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ARTICLES OF AMENDEMNT TO ARTICLES OF INCORPORATION OF FRANTECH ANGOLA, INC

We the undersigned, being the President and Secretary of **FranTech Angola, Inc**. a Florida corporation, hereby certify that the following Amendment was unanimously adopted pursuant to the provision of §607.1006, Florida Statues, by the Shareholders and Directors of the corporation by Unanimous Written Consent dated the 29th day of June, 2002:

Amendment Adopted:

ARTICLE I: FranTech Angola, Inc. is amended to read as follows:

The name of the corporation shall be **Delta Holdings International Inc.**

In all other respects the Articles of Incorporation shall remain as they were prior to this Amendment being adopted.

Date Adopted:

This amendment was adopted on June 29, 2002

Method of Adoption:

This amendment was adopted by unanimous written consent of the shareholders and directors of corporation.

SIGNED this 29 day of June ,2002.

Dr. Mehenou Amouzou, President

Albert Lee, Secretary

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1457

PSI-Amouzou-11-0374

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BANCO NACIONAL DE ANGOLA

FUNDING AGREEMENT

This Agreement, entered into on 15th of February 2001, constitutes the sole and entire Agreement between the parties hereunto.

WHEREAS: **MAS Inc**, located at 826 Orange Avenue, Suite 151 Coronado, California, 92118, represented by Mr. Mehenou S. Amouzou (hereinafter referred to as "FINANCIER"), and **BANCO NACIONAL DE ANGOLA**, located at Avenida 4 de Fevereiro, 151, Luanda, Angola, represented by Mr. Aguinaldo Jaime, Governor, (hereinafter refrred to as "BENEFICIARY");

NOW, THEREFORE, in consideration of mutual commonance and agreements contained herein, the parties hereto, intending to be legally bound hereby agree as follows:

Article I
Objective

Regarding the development of socio-economic infrastructure in the Republic of Angola, the "BENEFICIARY" grants mandate to the "FINANCIER" which accepts to:

1. Arrange and make available to the "BENEFICIARY" a funding of Three Billion US Dollars ($ 3,000,000,000.00), with scheduled payments of Five Hundred Million US Dollars ($ 500,000,000.00) per year, over six (6) years, to finance and to realize development of socio-economic infrastructure (see design in annex) and also other projects for the near future.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1461

PSI-Amouzou-08-0143

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2. Furnish within the framework of this specific agreement and within the limits of the funding for the provision of service necessary, corresponding with the list of the annexed projects in this funding agreement with respect to that of international pricing.

Article II
Funding Conditions

The total funding is Three Billion US Dollars ($ 3,000,000,000.00).

The Funding Procedures are:

1. A Bank Guarantee of One Hundred Fifty Million US Dollars ($ 150,000,000.00) will be issued to "FINANCIER" upon execution of the agreement.

2. After verification and acceptance of the Bank Guarantee by the "FINANCIER", the "BENEFICIARY" will be advised to establish a bank account to receive the money. The original of the Bank Guarantee shall remain with the "FINANCIER" which will have it deposited in a safe deposit account of a bank.

3. The maturity of the guarantee will be eighteen (18) months.

4. At the end of maturity the guarantee shall be returned to the bank which issued it. As soon as the referred documents are received the process shall begin in earnest.

5. The funding of the HUMANITARIAN PROJECTS shall start in forty five (45) days and the remainder of the amount will be scheduled for the total amount requested, which is Three Billion Us Dollars ($ 3,000,000,000.00). ————————————————————

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Article III
Entry into Force

This agreement shall enter into force subject to the approval of its terms by the Permanent Commission of the Council of Ministers of the Republic of Angola.

Article IV
Fund Repayment

1. This Funding Program is unique. It is designed as a humanitarian assistance. It is imperative that the funds be used for their intended and approved purposes only.

2. The "BENEFICIARY" will contribute Thirty (30) percent of the profit generated from the first years of the program and contribute it to assist other needy communities within Angola through Non profit Organization such as MAS Inc. Social Economic Funds.

Article V
Special Dispositions

The "FINANCIER" will disburse the funds through an Account, established at Bank of America to receive the funds.

The funds must be used on project mentioned in this agreement only. The "FINANCIER" reserves the right to cancel this program in case the funds are used for purposes other than that agreed upon.

Article VI
Litigation

Any disagreement between the parties shall be resolved by way of amicable resolution between the "BENEFICIARY" and the "FINANCIER" and/or via arbitration. Furthermore, in the event of a lawsuit arising between the parties the substantive law of the State

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of California shall apply. The prevailing party shall be entitled to reasonable costs and attorney fees.

IN WITNESS WHEREOF, the parties have set their hands this 15th day of February 2001.

BANCO NACIONAL DE ANGOLA	MAS, Inc
Aguinaldo Jaime Governor	Mehendu S. Amouzou President

PSI-Amouzou-08-0146

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BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

Dr. Mehenou S. Amouzou
President
MSA INC
Coronado, California
United States of America

Luanda, 23rd of March of 2001

Dear Dr. Amouzou,

This is to acknowledge receipt of, and thank you very much for, your letter of March 16.

As agreed during my stay, do find attached herewith the list of the projects for which the Government of Angola is seeking financing under the contract we have entered into. The projects cover the areas of infrastructure, health and education which are considered critical for the development of.Angola.

As you know, the social and economic infrastructure have been completely destroyed by the war and the Government of Angola do not have the financial means for their rehabilitation. Also, health and education are regarded as essential factors for providing an educated and healthy labour force so necessary in any meaningful economic development. Thus, my Government sincerely believe that the successful implementation of this financing package will allow the creation of the environment conducive to growth, development, prosperity and peace.

Also find enclosed the Bank Guarantee, Power of Attorney, a certified copy of my Passport and my business cards.

Finally, I would like to thank you, and through you all your colleagues, for the generous hospitality granted to me.

Should you need any further information, do not hesitate to contact me.

MOD. 150-005

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BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

I look forward to hearing from you soon.

Very sincerely yours,

Dr. Aguinaldo Jaime
Governor

Mod.- 150-006

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REPÚBLICA DE ANGOLA

Presidente da República

Mr. Philip J. Nadeau, President & CEO
FranTech Research Group
Government Affairs Division
California
United States of America

Dear Sir,

I have the great pleasure to inform you that the Government of Angola hereby authorizes FranTech Research Group to represent its interests in, and work with, the world market with a view to negotiate social and economic development projects and secure capital investments necessary for their financing.

By virtue of this Letter of Appointment, any funding secured will be devoted to humanitarian and socio-economic projects that will address the development and national reconstruction of Angola. Thus, the Government of Angola will not incur any financial counterpart, commitments or any form of sovereign guarantee.

This Letter of Appointment, however, does not preclude FranTech Research Group from being involved in profit-oriented ventures that will facilitate the goals set up in the Economic and Social Program of the Government of Angola and strengthen the perfomance of the Angolan economy, provided that such projects will protect and preserve the environment.

FranTech Research Group is authorized, by virtue of this Letter of Appointment, on a non-exclusive basis, to undertake negotiations with international institutions or entities interested in the development of Angola and in financing investment projects in Angola.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1464

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REPÚBLICA DE ANGOLA

Presidente da República

Therefore, Frantech Research Group is hereby authorized to commence, as of the date herein, its activity in order to accomplish the objectives set out in this Letter of Appointment, and to continue until the date this Letter of Appointment is withdrawn in writing.

Please accept, dear Sir, the expression of our highest consideration.

Luanda, 29th of August of 2001

THE PRESIDENT OF THE REPUBLIC OF ANGOLA

JOSÉ EDUARDO DOS SANTOS

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BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

Dr. Mehenou S. Amouzou
President
MSA
826, Orange Avenue, Suite 151
Coronado, California 92118

Luanda, 04 September 2001

Dear Dr. Amouzou,

Please find enclosed, as requested, the Letter of Appointment duly signed by the President. As you will notice, the President made some last-minute changes which, in my view, do not alter the substance of the mandate given to FranTech Research Group. I do hope that we can now expedite the affair.

In the meantime, I will prepare the institutional arrangement and the terms of reference for a Technical Committee who will assess (technically, economically and financially) the projects to be financed under the agreement we have signed. I will keep you informed of further developments.

The details of my flight arrangements to Philadelphia will be sent later.

Warmest regards.

Aguinaldo Jaime
Governor of Banco Nacional de Angola

MOD 150-005

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1465

PSI-Amouzou-11-0037

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BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

Dr. Mehenou S. Amouzou
President
MSA Inc.
826 Orange Avenue
Suite 151, Coronado, CA 92118
United States of America

Luanda, 31st of January of 2202

Dear Dr. Amouzou,

Kindly refer to your recent trip to Angola and the audience granted to you by His Excellency the President of the Republic of Angola, JOSÉ EDUARDO DOS SANTOS, where we discussed the prospects to raise funds to finance the reconstruction and development of the Angolan economy, specially to rebuild the Angola's infrastructure.

In this regard I should like to reiterate your mandate as Advisor to the Government of Angola. In your capacity as Advisor you are entitled to deal with public or private entities in order to achieve the agreed and stated objectives.

I wish you every success in your lofty endeavour for the sake of Angolan people's well-being.

Very sincerely yours,

Dr.Aguinaldo Jaime

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1466

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REPÚBLICA DE ANGOLA

Presidente da República

TO ALL STAKEHOLDERS, VENDORS AND PARTICIPANTS OF THE DEVELOPMENT PROJECT UNDER THE HUMANITARIAN FUNDING

By this letter and on behalf of the Government of the Republic of Angola, I hereby pledge and guarantee that the funds already mobilized or to be mobilized, which have been allocated for the projects described in the Attachment pursuant to the humanitarian program, shall be under no circumstances diverted or used for other than the stated and agreed purposes.

The Constitutional Law of the Republic of Angola confers upon the President of the Republic full power and authority to deliver this security pledge and the Government of the Republic of Angola will ensure, through its competent bodies, the protection of all equipments and personnel of vendors throughout the three phases of the projects.

This pledge shall be binding upon and inured to the benefit of the Republic of Angola and all participants of the humanitarian program, their successors and assigns.

Luanda, 1st of February of 2002

THE PRESIDENT OF THE REPUBLIC

JOSÉ EDUARDO DOS SANTOS

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1467

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MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

PROPOSED DEVELOPMENT PROJECTS: FOR REPUBLIC OF ANGOLA

SUBMITTED

BY

MSA INC.
DR. MEHENOU S. AMOUZOU
PRESIDENT & CEO

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1468

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New Century, New Challenges

The new millennium, offers the world's peoples a unique occasion to reflect on their common destiny, at a moment when they find themselves interconnected as never before. They look to their leaders to identify and act on the challenges ahead.

Globalization and Governance

The benefits of globalization are obvious: faster growth, higher living standards, and new opportunities. Yet a backlash has begun, because these benefits are so unequally distributed, and because the global market is not yet underpinned by rules based on shared social objectives.

We now live in a global world. Responding to this shift is a central challenge for world leaders today.

New technologies create opportunities for mutual understanding and common action. If we are to get the best out of globalization and avoid the worst, we must learn to govern better, and how to govern better together.

The gross disparities of wealth in today's world, the miserable conditions in which well over a billion people live, the prevalence of endemic conflict in some regions, and the rapid degradation of the natural environment: all these combine to make the present model of development unsustainable, unless remedial measures are taken by common agreement.

Abstract from: The Millennium Summit of The General Assembly convened and gathering of Heads of State and Government to address the role of the United Nations in the twenty-first century

INTRODUCTION

This package will provide an insight into our capability in providing solutions and to improving economical conditions by providing the necessary improvements, telecommunications, road construction, refineries, railroads, power plants etc.

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BOA-PSI-05624

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We also are prepared to evaluate the needs, by providing the necessary analysis and studies by our highly trained experts.

MSA Inc. is involved in Investment, Trade and Management worldwide and has also led the development of stronger ties between developers from all over the world and Africa.

MSA Inc., has developed strong ties and contracts with Key High Technical and Construction companies from all over the world:

Lucent Technology /USA
Bouygues of France
Grinaker / LTA / South Africa
Murry and Roberts/South Africa
Hochtief / Germany
Parsons Corporation / USA
Shanghai Electrical Corporation / China
Procrit / South Africa
Widnells /London UK
Price Waterhouse South Africa
VKE / South Africa
Hughes Corporation. Multi-National
Bechtel Group, Inc. USA

Affiliates are further challenging the limits by continuously increasing efficiencies and expanding their ties with some leading companies of the world. We are positioned to export the technology and expertise to Africa in concert with the country's national development. Our success can be attributed to the strategy of being focused and future oriented, demonstrated by massive investments and developments.

By staying close to our customers, we aim to create " World Best" products and services. World-class products and consistent quality are essential for building mind share and the goal of our globalization drive is to make MSA Inc., one of the most respected in the world. At MSA Inc., we believe that corporate success carries with it broad scale communal responsibility and that thinking is the basis for our "co-prosperity approach where we do business

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Corporate Philosophy

MSA Inc., employees guiding principle has been a corporate philosophy, which states " we will devote our people and trading to create superior products and services, thereby contributing to a better global society." Still today this corporate philosophy unites all MSA Inc., and affiliate companies.

We utilize the best people: Technically skilled, Socially adept and Comfortable in other cultures, Confident, Creative, Studious and focused on the future. MSA Inc., aims to attract and nurture the best talent, to compete globally and to foster a corporate culture in which they can thrive. For, it is only then that customer satisfaction and sustainable corporate growth can be assured.

Contributing to society through social development as well as business activities is deeply ingrained in MSA Inc., corporate culture. We have always believed social commitment is, simply our duty, as human beings. And today we believe it's the only way a twenty-first century company can earn the public's trust.

" Working closely together with our customers, building strong ties to the local communities we serve, and responding creatively to the future challenges," are principles deeply instilled in the minds of our employees.

MSA Inc. makes a commitment to provide the necessary supervision and expertise until those projects are completed and run by the Africans

MSA Inc.Humanitarian Aid, E-Government IT, and E-Business Infrastructure Development

The following is a preliminary listing / description of MSA Inc services for the management of Humanitarian Aid Funding and Development of specifications and development for IT and Telecommunications infrastructure, and supporting hardware, software and technology, including services and support are provided by MSA Inc and its strategic alliances and technology development partners for integration into the combined offering, including but not limited to.

Humanitarian Funding

- Development of documentation, feasibility studies, and related due diligence to facilitate approval and transfer of funds for Humanitarian Aid Funding.

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- Civil Engineering, Project Management and Supporting Technologies and Applications.
- Global Provisions for low cost housing technologies and supporting services.
- Strategic Build out and emergency contingency technologies, services and provisions.
- Management teams with global project management experience for Humanitarian Aid Projects.
- World-class e-government and e-business infrastructure development methodologies, management, and development network.

E-Government Infrastructure

- Research and development of pre-emptive technologies and technology transfer.
- Development of Internet Data Center Networks.
  - Site inspections and real estate procurements.
  - Specific assessments and designs.
  - Installations and ongoing management.
- IDC,ISP,TSP Hardware Platforms, Billable Services and Security
- E-Government Technology and applications Development and Hosting
  - Centralized management for telecommunications and IT infrastructure.
  - Military /Security /Emergency Contingencies
  - Integration of Government Agencies / Accounting
  - Utility vertical applications development and support / real time controls.
  - Taxation systems /eliminations of corruption

E-Business Infrastructure:

- Enterprise Technology and applications Hosting Architectures
  - Business Development, Re-engineering and consulting services
  - Technology, applications and supporting services.

- Technology, Applications, and Supporting Services for Centralized Remote Managed Services.

- Technology, applications and supporting Services for a Customer Relations Management Systems

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- Technology, Applications and Supporting Services Subscriber Based Content Streaming

- Virtual Private Networks
  - Technology, Applications, and Supporting Services for Transactions for Wholesale and Retail.
  - Distribution / Supply Chain Management
  - Wireless Optic Networks
  - New Satellite / Highest Tower Technologies
  - Services Procurement, Trade and Import.

- Hydro Lance Technology, Fishing and Marine Industry.

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Dr. Mehenou S. Amouzou

A citizen of Togo Africa was raised and educated in France and has an extensive background in global economics and business. He received his BA in Business from the Advanced School of Management, MBA from the European Advanced Institute of Management, also a Finance and Investment Certificate from the American University in Paris, France. He completed his Post Graduation work in Political Strategy, International Law and Defense, Nuclear Strategies at the University of Paris V, France and earned his Ph.D. in Business Administration in USA.

EXPERIENCE

Dr. Amouzou served as General Manager for Vitry Consulting Group France. He was responsible for coordinating the professional conferences for EEC European Economic Community that addressed issues concerning the economic realignment of Europe and its relationship to the global economy.

Dr. Amouzou also has served as Vice President of Global Village International, where he provided cost-benefit analysis for the European Economic Community after its inception in 1992.

He was responsible for making an economic comparison of South East Asian Nations (ASEAN) to the North America Free Trade Association. While serving in this position, Dr. Amouzou also researched the qualitative and quantitative viability of investments and business strategies for various regions and countries.

After the dramatic changes in global politics and international fiscal policies Dr. Amouzou moved to the United States to develop new techniques and trade strategies for profitable inter-global business enterprises. He is a senior Adviser to Africa Government Officials and serves as a liaison to American, European, and Asian investors. Due to his broad education and experience, along with his multi-cultural background, Dr. Amouzou is uniquely qualified to facilitate international investments with Africa as well as to promote trading within the region.

From Dr. Amouzou's vast experience he has come to the conclusion that the best service he can provide for his beloved Africa is to develop a system that will allow the African countries to become autonomous and economically independent from foreign countries. He has seen and studied the past history of foreign countries involvement in the economic and development of certain countries.

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These African countries have been manipulated out of vast resources and valuable assets, but worst of all the African people have not been allowed to learn to operate and perform the very services the foreign countries are providing to Africa. Also a majority of the technology and services are second rate at best. His objective is to bring the Worlds best Technology, services and training to Africa.

International Exposure

Awards From: - **Black Business & Professional Association**

California Senate

United States Congress

American Congress of International Executives

In 1997 Dr. Amouzou arranged the visit of His Excellency Kwassi Klutse and his sixteen official delegations from Togo, Africa to participate to expand commerce between the Africa and the United States.

In 1999 Dr. Amouzou arranged the visit of His Excellency Ange Felix Patasse, President of Central African Republic to the United States: Washington, New York and California meeting with top Business and Government Executives to expand commerce.

Dr. Amouzou has met with Leaders of Thirty Five African nations, to promote MSA Inc directive to enhance the living conditions of the African People.

The President of the Republic of Angola, the Honorable Jose Eduardo Dos Santos and the Honorable Dr. Aguinaldo Jaime, Governor of BNA share similar philosophies and have been very instrumental in the development of this proposal.

On February 26, 2002, United States President George W. Bush invited His Excellency Jose Eduardo Dos Santos, President of the Republic of Angola for a meeting in the White House. His Excellency Eduardo Dos Santos invited Dr. Mehenou Amouzou, President of MSA Inc. to be his guest in Washington DC. During that meeting in the White House, President Bush verbally pledged his assistance for Angola humanitarian projects.

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RANDY "DUKE" CUNNINGHAM
51ST DISTRICT, CALIFORNIA

COMMITTEE ON APPROPRIATIONS

SUBCOMMITTEES:
NATIONAL SECURITY
LEGISLATIVE
DISTRICT OF COLUMBIA

PLEASE RESPOND TO
2238 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-0551
(202) 225-5452
(202) 225-2558 FAX

413 WEST VALLEY PARKWAY
SUITE 320
ESCONDIDO, CA 92025
(619) 737-4638
(619) 737-3122 FAX

WORLD WIDE WEB
http://www.house.gov/cunningham/

Congress of the United States
House of Representatives
Washington, DC 20515–0551

May 29, 1997

Dr. Mehenou Amouzou
President
Phoenix Holding International
826 Orange Avenue, #151
Coronado, CA 92118

Dear Dr. Amouzou:

Thank you for informing me of your efforts to expand commerce between businesses from Southern California and Togo. I appreciate you keeping me informed of your efforts.

I support free and fair trade, which demonstrates benefits for both nations and people. As you are aware, Southern California leads the world in many industries which are creating the technologies of the future. I congratulate you on your efforts to promote connections which can expand trade between Togo and the United States. Please continue to keep me informed of your progress.

Again, thank you for keeping me informed of your efforts. It is an honor to serve as your congressman. Please feel free to contact me again in the future.

With best regards,

Sincerely,

Randy "Duke" Cunningham
Member of Congress

RDC:tto

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PLEASE RESPOND TO

SACRAMENTO OFFICE
STATE CAPITOL, ROOM 4040
SACRAMENTO, CA 95814
(916) 446-8215
FAX (916) 327-2599

JOHN MILLER
CHIEF OF STAFF

DISTRICT OFFICE
4401 CRENSHAW BLVD
SUITE 300
LOS ANGELES, CA 90043
(213) 295-6628
FAX (213) 295-0910

CHARLES STEWART
CHIEF DEPUTY

California State Senate

DIANE E. WATSON, Ph.D.
TWENTY-SIXTH SENATORIAL DISTRICT

CHAIRPERSON
Senate Committee on Health and Human Services

COMMITTEES

CHAIRPERSON
HEALTH AND HUMAN SERVICES
BUDGET AND FISCAL REVIEW
CRIMINAL PROCEDURE
EDUCATION
LOCAL GOVERNMENT
SELECT COMMITTEE ON CITIZEN PARTICIPATION IN GOVERNMENT

July 3, 1997

Dr. Mehenou S. Amouzou
Sr. Vice President
MSA Inc.
826 Orange Avenue, Suite 151
Coronado, CA 92118

Dear Dr. Amouzou:

We cannot thank you enough for the outstanding job you have done arranging the visit of His Excellency Kwassi Klutse and his sixteen officials. You were responsible for bringing this delegation from Togo and making this memorable trade mission possible. We were honored to meet with the Prime Minister and his delegation and are deeply grateful to you for your incredible effort.

Sincerely,

Diane E. Watson

DIANE E. WATSON, Ph.D.
Senator, 26th District

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REPÚBLICA DE ANGOLA

Presidente da República

TO ALL STAKEHOLDERS, VENDORS AND PARTICIPANTS OF THE DEVELOPMENT PROJECT UNDER THE HUMANITARIAN FUNDING

By this letter and on behalf of the Government of the Republic of Angola, I hereby pledge and guarantee that the funds already mobilized or to be mobilized, which have been allocated for the projects described in the Attachment pursuant to the humanitarian program, shall be under no circumstances diverted or used for other than the stated and agreed purposes.

The Constitutional Law of the Republic of Angola confers upon the President of the Republic full power and authority to deliver this security pledge and the Government of the Republic of Angola will ensure, through its competent bodies, the protection of all equipments and personnel of vendors throughout the three phases of the projects.

This pledge shall be binding upon and inured to the benefit of the Republic of Angola and all participants of the humanitarian program, their successors and assigns.

Luanda, 1st of February of 2002

THE PRESIDENT OF THE REPUBLIC

JOSÉ EDUARDO DOS SANTOS

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REPÚBLICA DE ANGOLA

Presidente da República

ATTACHMENT

- Roads 3,000 Km
- Ten (10) Adult Hospitals with 500 beds (equipped)
- Ten (10) Children Hospitals with 300 beds (equipped)
- One Million (1,000,000) homes
- Forty (40) High Schools & Vocational Schools
- Ten (10) Universities
- One (1) Power Plant
- Ten (10) Waste Treatment
- Ten (10) Water Treatment

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BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

Dr. Mehenou S. Amouzou
President
MSA Inc.
826 Orange Avenue
Suite 151, Coronado, CA 92118
United States of America

Luanda, 31st of January of 2202

Dear Dr. Amouzou,

Kindly refer to your recent trip to Angola and the audience granted to you by His Excellency the President of the Republic of Angola, JOSÉ EDUARDO DOS SANTOS, where we discussed the prospects to raise funds to finance the reconstruction and development of the Angolan economy, specially to rebuild the Angola's infrastructure.

In this regard I should like to reiterate your mandate as Advisor to the Government of Angola. In your capacity as Advisor you are entitled to deal with public or private entities in order to achieve the agreed and stated objectives.

I wish you every success in your lofty endeavour for the sake of Angolan people's well-being.

Very sincerely yours,

Dr.Aguinaldo Jaime
Governor of BNA

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Executive Summary:

Total Estimated cost is $ 7.7 Billion US Dollars

1.) Country: Angola, Southwest Africa
2.) Estimated project completion time: Twenty-Four (24) months
3.) Commencement: As soon as the funding is made available

The Republic of Angola became independent from the former colonial power, Portugal, in 1975. Angola is an independent republic, which lies on the Atlantic coast of Africa and forms part of the Southern African Region. The capital city is Luanda with other major cities, Huambo, Lubango and the port cities of Lobito and Namibe. The official language is Portuguese.

Rival nationalist groups however briefly tore the country, a strife that has considerably hampered the economic progress of the country. The government has since gained almost total control of its territorial boundaries and thus placed the only rebel group UNITA into virtual disarray.

The population of the country is estimated at 14,000,000 people. Of this number, 65% are young with a substantially increased urban population partially because of their escape from the war torn countryside. 5 million people were displaced because of the war, and 60% of the children under the age of 16 lost one or more of their limbs from land mines. There are many orphaned children due to the loss of their parents who died during the war.

The roads are extremely in need of repair, and almost non-existent. The intent here is to help reduce avoidable accidents, mostly fatal, reduce traffic jams and increase operational life of vehicles and help more products make it to markets.

The health care programs in the Republic of Angola are simply inadequate and poor. The total hospital beds in the country are 21,900 and the hospitals have been continually overpopulated in the last ten (10) to fifteen (15) years. The largest hospital with 350 beds have no medicine in stock nor adequate equipment and supplies causing senseless death's of patients with rudimentary ailments like headaches. Above all, One thousand (1,000) children die a day according to UNICEF.

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The average number of students per class from elementary, high school and college is 65. Most of those classrooms are windowless. During the raining season, the schools close down because of the floods both near homes and in the classrooms. There are no on campus medical facilities for students.

There are no available means of transportation for students causing most to walk nine miles (12 kilometers) to and from school. Estimates of the number of Angolan land mines range between 10 and 20 million which equates to at least 1 to 2 land mines for every person in the country. U.N. estimates put the number of Angolan amputees resulting from the silent killers at 370,000 for three decades mines were scattered in Angola's fields, villages, roads, and other unexpected places to intimidate, maim and kill innocent victims. Land mines have a devastating affect upon the environment by restricting the movement of people, deterring farming, disrupting economies, and killing and mutilating many innocent men, women, and children.

The country has slowly emerged from a state of civil war, which lasted for twenty-five years and devastated the economy despite the abundance of natural resources in the country. Among the resources yet to be developed are: fisheries, gold, arable lands, forests, diamonds and large deposits of oil. Angola's GDP is among the largest in southern Africa. In 1996, Luanda was listed among the busiest of ports in the world.

With the passing away of the head rebel Savimbi, President Bush stated, it is time to unite all of Angola, and turn to the future of its children. 80 % young men and women under the age of 26 have never had a chance to receive an education. He also expressed his appreciation to the President of Angola, for his involvement in bringing peace and stability into Angola.

President Bush also has mentioned Angola as being a strategic ally for the United States. Angola also supplies the United States with 7% of its oil. Angola is not part of the OPEC countries and intends to increase its oil to One Million Barrels a day.

The Angolan oil industry however, is the key to the economy of the country. Interestingly, the upstream oil industry is its major source of foreign exchange. The state owned company, Sonangol that also owns the country's oil refinery at Luanda, controls the downstream oil industry in Angola.

Sonangol was established in 1976 and manages all fuel production and distribution in Angola. A number of licensing rounds have been held. By the

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beginning of 2000, there were 29 off shore and on shore blocks under license. There were more than 30 companies operating.

Oil production and the supporting activities are vital to the economy, contributing about 45% to the GDP. Angola's other significant industry is mining.

BASIC OIL STATISTICS

Reserves

Crude oil: 0.7 thousand million tons (5.4 thousand million barrels)

Production

Crude oil: 32.3 million tons (650 thousand barrels per day)

Consumption

All products: 1.3 million tons

Refineries

Total capacity: 35 thousand barrels per day (Number of Refineries: 1)

Angola is a key player in Africa's oil industry as both a major producer and exporter. It is the second largest producer of oil in sub-Saharan Africa after Nigeria, and off shore Angola is recognized as a world-class area for exploration and production. Angola produces crude oils that have API gravity ranging from 32 degrees to 39.5 degrees and a sulfur content of 1.12% to 0.14 %.

Angola's economy is highly dependent on the oil sector, which accounts for 80% of government revenues. There has been massive investment from international oil companies. Production increased to over 800,000 bpd in 1999 and estimates are that production will reach 840,000 bpd in 2000 and exceed 1,000,000 by June 2002. It's oil reserves are estimated at 7.7 billion barrels and its gas reserves at 800 billion cubic meters. Excellent discoveries in the late 1990s make its relatively pristine upstream potential extremely positive. There is promising geology, a good record of exploration success, low operating costs and relatively attractive physical terms.

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Angola has estimated reserves of 1.6 TCP of natural gas. Approximately 85% of the gas is flared although some is re-ejected to enhance recovery. The government is implementing strategies to reduce flaring and to increase the commercial use of natural gas including its conversion to LPG for domestic consumption. There are plans for a liquefied natural gas (LNG) project. The year 2010 has been targeted for zero gas flaring.

In contrast to the countries promising upstream prospects that have guaranteed interest and substantial investment from foreign oil companies, its downstream industry has been ravaged by the civil war and has thus never had a sufficient period of stability to recover.

The Fina Petroleos de Angola refinery at Luanda is old and in need of funds to finance a program to upgrade and de-bottleneck the plant. It has a capacity of 39,000 bpd, which is mostly domestically consumed although a small amount of products are exported. Sonangol has plans to build a new refinery, which will be based in the port city of Lobito.

The Angolan oil industries, both upstream and downstream, are dominated by the state Oil Company, Sonangol established in 1976. Since 1978 it has been the sole concessionaire in Angola. Foreign companies do participate in Angola through joint ventures (JVs) and production sharing agreements (PSAs).

Key foreign companies, active in the upstream area, have invested more than 8 billion dollars in Angola. They include Energy Africa, Agip, Chevron, Elf, and Texaco, which manage the operation of Angola's producing oil fields. In addition, over thirty oil companies have interests in the various oil fields.

Three companies, Sonangol, Fina, and Sonangalp provide product distribution and marketing in Angola. The small market and the poor infrastructure are hindering foreign investment in the downstream. The Belgian Oil Company, Petrofina, plays an active role in both the downstream area as a major producer and in the upstream area in partner ship with Sonangol.

The Angolan petroleum industry is almost fifty years old. It has not made much progress in terms of technology and meeting its production potential. It therefore appears that the situation is rife for exploration and exploitation as dictated by the world oil market and the socio-economic advancement of the country and its citizenry

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OBJECTIVE

It is our desire and intent to immediately assist in the development of those regions in Angola who suffer from abject poverty as well as to improve the existing economic infrastructure. We therefore ask for economic and humanitarian assistance to secure needed funds and resources for the improvements of these regions.

ROAD CONSTRUCTION AND AIRPORTS INFRASTRUCTURE
ESTIMATED COST: $ 1.5 BILLION USD A-1

HOSPITALS, CLINICS, AND SUPPLIES
Estimated costs: $ 750 million USD A-2

EDUCATION, BUILDINGS AND SUPPLIES
ESTIMATED COST: $ 700 MILLION USD A-3

HOUSING
ESTIMATED COST $ 3.1 BILLION USD A-4

POWER PLANT
ESTIMATED COSTS $ 650 MILLION USD A-5

WASTE TREATMENT
ESTIMATED COST $ 300 MILLION USD A-6

WATER TREATMENT
ESTIMATED COST $ 300 MILLION USD A-7

AIDS PATIENTS
Estimated cost $ 100 million USD A-8

LAND MINES REMOVAL
ESTIMATED COST $ 300 MILLION USD A-9

PROJECT ACTIVITY

The projects will be made up of three phases:

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Step 1: **Determination of project site**

Step 2: **Prepare schedule and the details of the project; setting up work on the site; civil engineering; specifications, techniques of the use of equipment; work planning; estimation cost**

Step 3: **Construction and exploitation training the maintenance personnel. Project evaluation with a view to set up a similar realization in other regions.**

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Feasibility Study On
REPUBLIC OF ANGOLA PROJECT

PREPARED
For
MSA INC.

JULY 2002

SETI CORPORATION

Written by: S. S. (Matthew) Lee
SETI Corporation

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BOA-PSI-05642

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Index

Project Code no.	Description
A-1	**Road construction 3,000km** (4 Lines asphalt work)
A-2	**Hospital Project** 500 Bed (for adult) x 10 cities 300 bed (for children) x 10 cities
A-3	**School construction project** 40 complete elementary, and high school, and universities for 10 cities Each school have to at least 1,000 students
A-4	**Four bedroom concrete house construction works** (1,000,000 house)
A-5	**Power plant** Hydro power supply 700MW
A-6	**Waste water treatment plant facilities** (10,000 ~ 15,000 □ /day)
A-7	**Water supply plant facilities** (portable drinking, water 30,000 □ /day)
A-8	**Medical supplies for Aids Patients**
A-9	**Land Mines Removal**

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1. Introduction

The projects are to be built in the Republic of Angola.
Below is the estimated cost for the projects

1-1, Scope (to be preparation)

Item	Client (gov.)	Supplier
A	Civil (Take off Point)	
B	Utility (electric supply & etc.)	Basic design & engineering base
C	Information (for marking works)	Bidding Data

1-2 Draft budget of project

Project Code no.	Total amount (USD)	G/T	Remarks
A-1	1.5 billion USD		Refer to Sheet no. 2 For project Code no.
A-2	750 million USD		
A-3	700 million USD		
A-4	3.1 billion USD		
A-5	650 million USD		
A-6	300 million USD		
A-7	300 million USD		
A-8	100 million USD		
A-9	300 million USD		
Total amount	**7.7 billion USD**		

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2. Specification as to each project

Project Code no.	Project title (Description)	Quantity	Remarks
A-1	**Road construction** - No. of line: 4 Lines - Course: from Luanda in Angola to each 4 major city will be constructed 500km	*3,000: Angola	
A-2	**Hospital project** - for adults - for children W/equipment	500bed x 10 300bed x 10	
A-3	**School construction** each classroom included 40 students □ elementary schools □ high schools □ universities (□+□+□) school 10 cities Max. students are limited 1,000 students each others school	10 bldg. Complex 10 bldg. Complex 10 bldg. Complex	
A-4	**Housing Project** - 4 bedroom W/garage unit - Type: R.C concrete constructed Refer to attachment data (attachment no 1 ~ 9) this is just ref. Data for client	1,000,000 unit house	
A-5	**Power plant facilities** - Type: hydro dam power unit - Capacity: 700MW	1 package facility (700MW)	
A-6	**Waste water treatment facilities** - Type: BOD or COD container packed - **Note**: Analysis will be done to determine the new water solution. (BOD: if pollution matters is organic 65% more) (COD): in organic matter is 65% more	1 package facility (10,00 ~ 15,000 □/day)	
A-7	**Water supply treatment facilities** - portable drinking use - Type: R/O screen & filtered	1 package facilities (30,000 □/day)	
A-8	**Aids Patients**	Medical supplies Per population	
A-9	**Land Mines Removal**	Per area	

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Project composition

A-1 Road construction

1. Standard pavement
   The standard pavement should be as follows

   A. Land fill
   Every slope & curve shall be filled up with soil and after leveling by m/c will be compacted for safety signification.

   B. Fill up the sand & gravel
   After "A" soil will be compacted with sand, and paving stone on a compacted sand.
   C. Paved Ash-con
   In case of the ash-con shall be applied and the ACI code civilized.
   Refer to fig. "A-A"

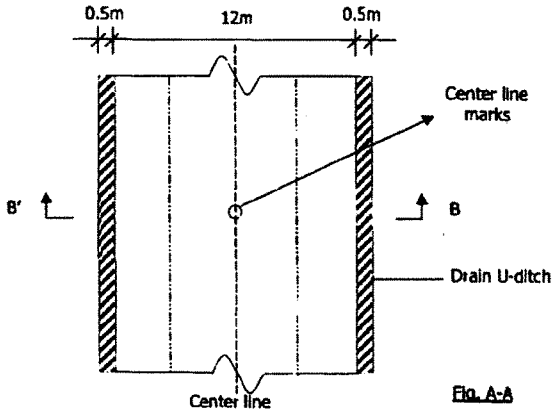

Fig. A-A

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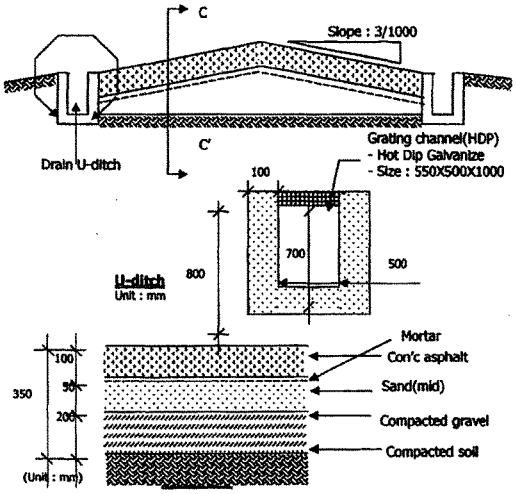
Section B-B'



Note : 1. All drainage will be underground

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A-2. Hospital Project

A-2-1 Introduce

This project has two (2) kinds of systems for adults & children

Generally, it will be construction based on WHO standards.

A-2-2 General system of hospital

□ TDS (Training Doctor System)

□ DCS (Distributed Control System) for emergency supply

Type: Dual work station

□ CCU (Central Control Unit)

□ ICU (for operation)

□ Linen shoot

□ LAB & Library

A-2-3 Special

□ Each others clinic

□ X-ray

□ Display board call-back system

□ Patient board (each bed)

□ Film analysis

A-2-4 Utility

□ Mechanic for boiler (steam, hot water supply)

□ Electric room (power supply)

□ Elevator & dum weightier

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□ Stainless guide frame for handicap patient

□ Calling & emergency power supply (UPS: Uninterrupted Power Switch)

□ Restaurant & cook room

□ Etc.

A-2-5 Building structure

□ Pre cast concrete (for adult)

□ ALC + Steel frame structure (for children)

□ Rest room (for patient)

□ Exhaust room

A-2-6 Building structure

Note: Each function of medical operating system should able to contain patient chart, etc.

A-3 School Construction project

□ Project code no.: A-3
School construction

□ Type: A-3-1 elementary
A-3-2 high school
A-3-3 university

□ Quantity: 10 built in 10 cities each school

□ Scope of supplier
- civil works (excavation & landscape)
- architecture works
- school instruments & LAB etc.
-

□ Out of scope: same as A-6, 3 and commercial requirements accordance to supplier

A-3-1 Elementary school

All of elementary school shall be constructed client request style & local reference, and styles of classroom & layout plan, etc are same.

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A-3-2 High School

"A": in this case are same as A-3-I

"B": but, in this case of construction of high school should be desired each government plan for their object in future.

A-3-3 University

In this case of university also are same as A-3-2 "B"

A-3-5 Reference data

Refer to attachment data: LAB test room instruments (attachment no.1 ~6)

A-4 Housing project

□ Project code no. A-4

Housing construction project

□ Type: RC structured modular type

- Unit room: 4 room standard

- Garage: single

□ Capacity: 1,000,000 houses

□ Scope of supplier

- Junction box for electricity

- Valve of portable water.

- Drainage hand hole (concrete box of PE boc) separated housing unit.

□ Out of scope: In this case of the estimated not included master plan, so,

- Slop of civil, electric power & communication drainage

- How many people stay in some area

□ Note: Please refer to attachment data for unit plan. This is a standard house.

Submitted by: SETI CORP.

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Attached no. 1

Oliden & Associates
ARCHITECTS AND ENGINEERS
General Engineering Contractors

RESIDENTIAL STEEL FRAMING
ANSWERS TO
QUESTIONS COMMONLY ASKED BY HOMEOWNERS

Why framing with steel?

Residential steel framing members are lightweight, easy to handle, cost effective, and fabricated with strict quality control which, when designed properly, results in a solid, beautiful home.

Will my house look different than the rest in my development?

No! In fact, your architect can design your home with larger open spaces without having intermediate columns or load bearing walls. With a steel frame, the walls will remain straight and true.

What about the environmental impact of steel construction?

The overall recycling rate of the steel industry is 66%, the highest of any industry in the country, offering an environmentally sound home framing alternative.

What about cost?

The price of steel has been relatively constant over the last decade, while the price of traditional framing materials have been erratic and growing much faster than the inflation rate. Builders interviewed nationwide have affirmed that framing with steel is less expensive than traditional framing.

Can my home be energy efficient?

By staying straight and true the steel frame helps prevent cracks keeping your home airtight. Home builders find that steel framing consistently tests well against the federal statute that sets energy efficiency standards.

Will the steel frame interfere with portable radios, phones, or TV reception?

No. Only the small percentage of the waves that strike the steel framing members are absorbed. The remaining waves will pass through unobstructed allowing the use of these appliances in your home.

What about lightning?

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Attached no. 2

The steel frame offers the home occupants better protection than any other construction system and reduces the likelihood of secondary fires. Scientists recommend seeking shelter in steel frame structures during lightning storms.

Will my home rust?

Steel frame components are galvanized and, therefore, protected against rust.

Can my house be built to resist earthquakes and hurricanes?

Positive connections, expansion joints, and the strength of steel provide greater protection against earthquakes and hurricanes than conventional framing. Steel's high strength and ductility make it the best construction material for earthquake and hurricane resistant design.

Will the steel frame affect the indoor air quality?

Steel framing is chosen for chemically sensitive homeowners that require good indoor air quality. It does not need to be treated for termites and is free of resin adhesives and chemicals normally present in other construction materials.

Will I be able to remodel my house?

Since steel framing allows for larger spans, most homes can be built without interior load bearing partitions, allowing homeowners to make alterations without affecting the structure.

How do I hang pictures in a steel framed home?

As in a traditional home, depending on the weight of the picture, you can hang them with toggle bolts or hangers. Heavier objects can be hung with screws in the studs (which can easily be found with a magnetic finder).

Will I have to pay bigger insurance premiums for my homeowner's insurance?

No. As a matter of fact, because your house frame should hold up better in earthquakes and hurricanes, is not affected by termites and is non-combustible, homeowners may be able to save on insurance premiums.

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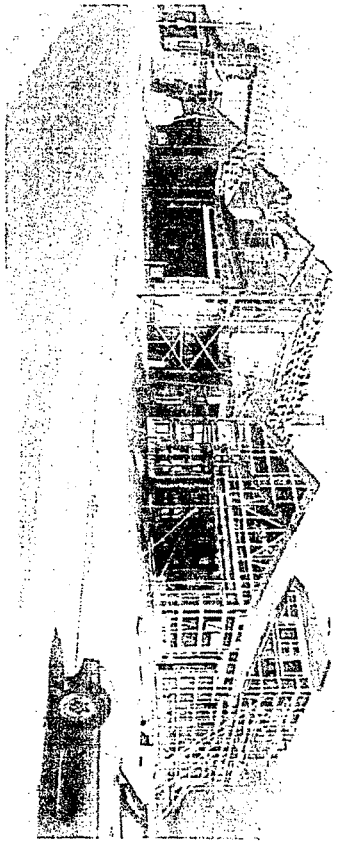

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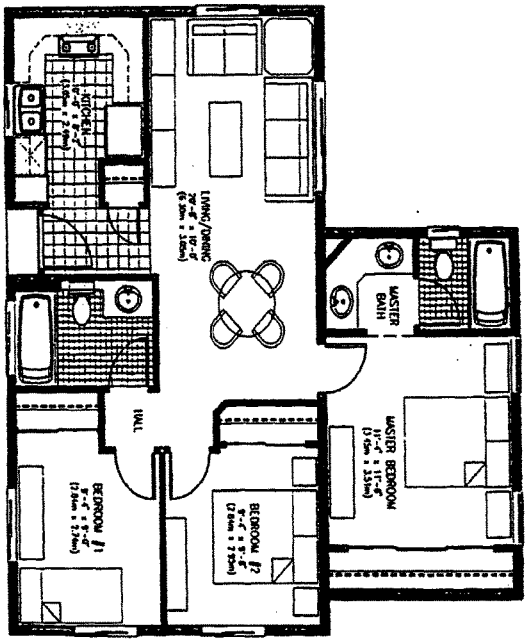

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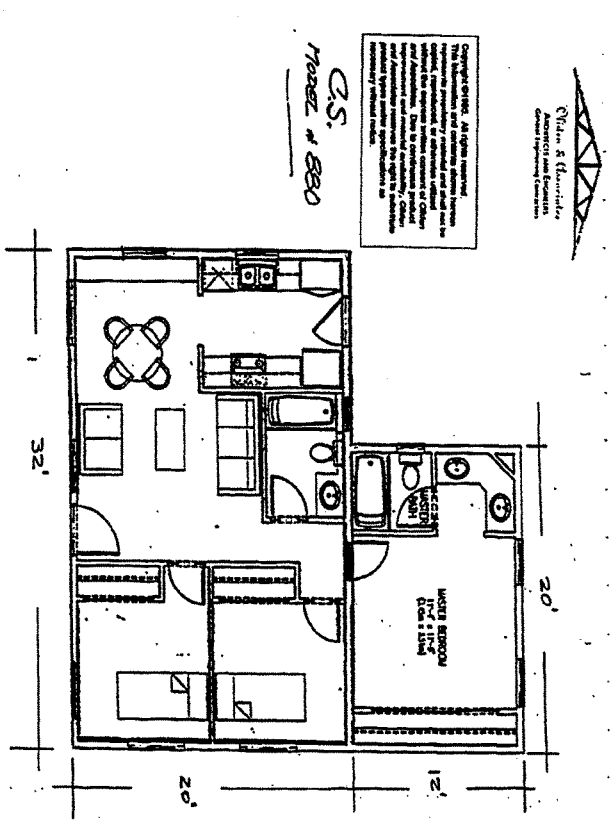

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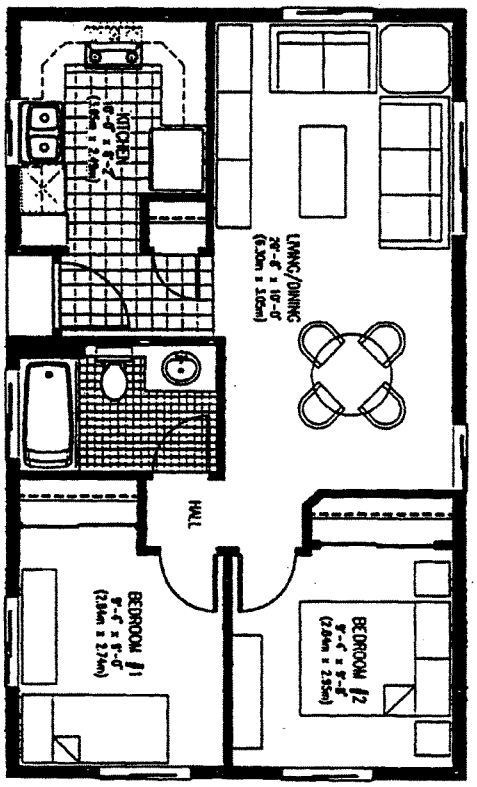

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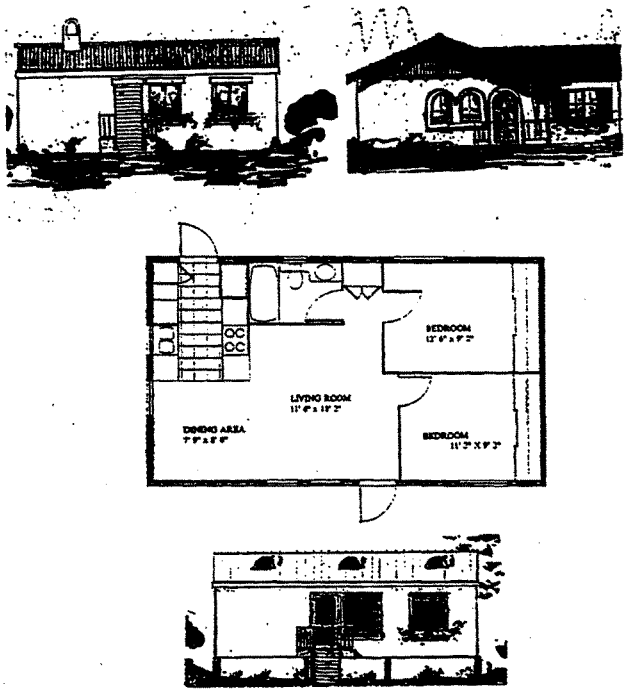
Attached no. 7

STEEL FRAMED HOME - Model 640



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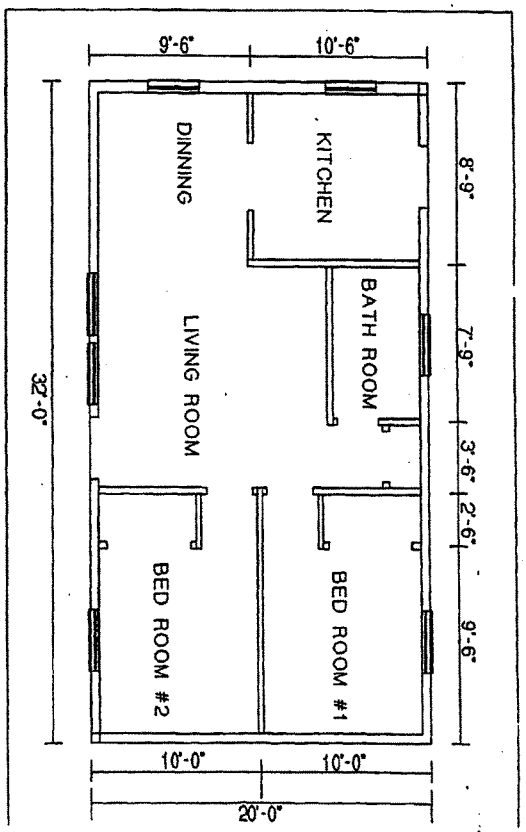

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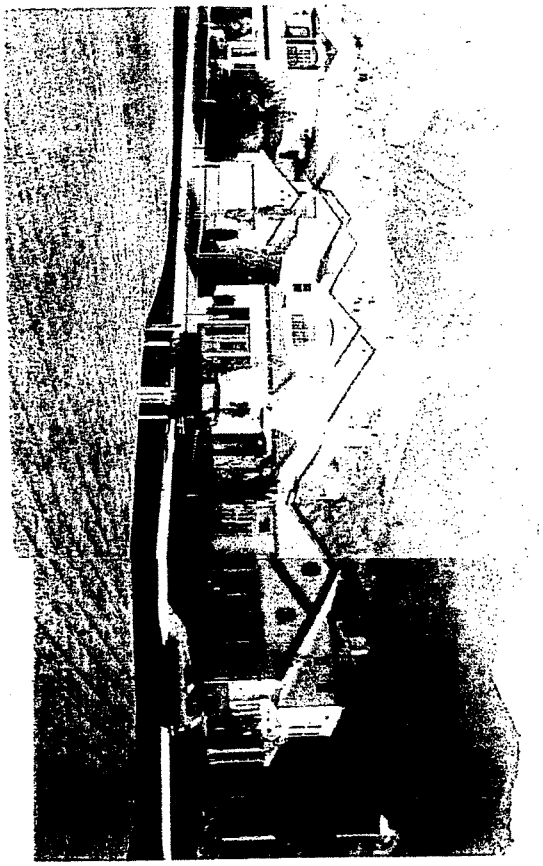

Attached no. 9

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A-5 Power plant facilities

□ Project code no.: A-5 (Power plant facilities)

□ Type: Hydro power system (soil or concrete dam)

□ Capacity: 700MW

□ Specification

The supplier & client to discuss civil works after local survey as follows

- Size of dam

- How to make up electric generation and which turbine

- How to build/make use extra high voltage of sub-station

- And how to use over flow water
  *For example: the client shall use water, for irrigation & industrial with multi-plan

A-5-1 Power Plant

In this case power, plants are very important for people & industrial users.
"A": Because of net-working system of electricity for several countries.
"B": This electric power could be distributed for several use in the country.
- Usage/demand control
- and extra high voltage transfer system on tower or underground.

Note: All of the electric systems are to be made up as follows
- NEC (National Electric Code)
- ASME & ASTM
- KIS
- Or DIN fabrication

A-5-2 Reference data

Refer to attachment data: LAB test room instruments (attachment no.1~5)

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Specifications for Power Plant

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Section 9

Hydroelectric Power Generation

GROVER F. WACHTER *Manager, Sales Engineering, Hydro-Turbine Division, Allis-Chalmers Corporation; Member, Hydraulic Power Committee, Edison Electric Institute*

CONTENTS

Numbers refer to paragraphs

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General

1. Nomenclature. The nomenclature used throughout this section is based on *National Electrical Manufacturers Association (NEMA) Publication* HT1-1957, Hydraulic Turbines, Governors and Accessory Equipment, which contains illustrated terms and definitions.

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A hydroelectric power plant converts the inherent energy of water under pressure into electric energy. Its main elements are:

An *upper*, or *high-level*, *reservoir*, usually formed by building a diversion dam across a river

An *intake*, consisting of a canal or concrete passageway to carry the water directly to low-head turbines or to the pressure conduit used for medium- and high-head turbines

A *pressure conduit*, consisting of a tunnel, pipeline, or penstock, or any combination thereof, to carry the water under pressure to medium- and high-head turbines

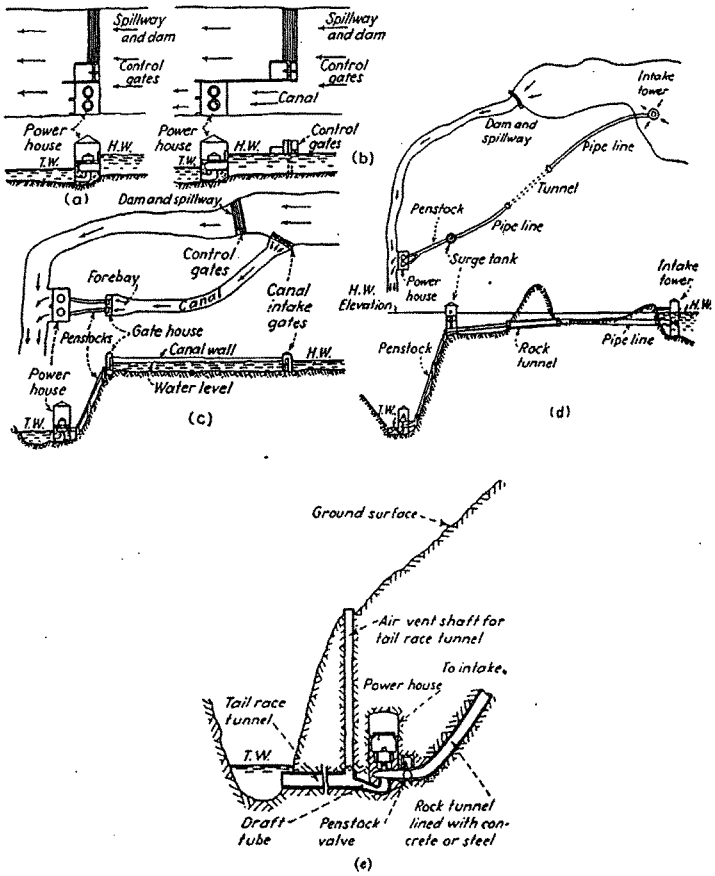

Fig. 9-1. Outline sketches of several typical hydropower developments. *(a)* Low-head development with dam, spillway, and powerhouse as an integral unit. *(b)* Low-head development with a short intake canal and powerhouse separate from the dam. *(c)* Medium-head development with a long intake canal, gatehouse, and penstocks connecting the forebay with the powerhouse. *(d)* High-head development with a large storage reservoir, pipeline, and tunnel leading to a surge tank at the upper end of the penstocks. Powerhouse at the lower end of the penstocks is a considerable distance from the dam and spillway. *(e)* Outline sketch of underground power plant, showing penstock and tailrace tunnels.

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A *surge tank*, to prevent excessive pressure rises and drops during sudden load changes, installed somewhere along the pressure conduit when this conduit is quite long

Trash racks at the inlet to the intake or pressure conduit

Intake and *draft-tube gates*

A *penstock shutoff valve*, located near the downstream end of the penstock

A *hydraulic turbine* consisting primarily of a runner, connected to a shaft, for producing prime motive power from the inherent energy of the water under pressure, a mechanism for controlling the quantity of water flowing to the runner, and water passages leading to and away from the runner

A *governor* for operating the hydraulic-turbine control mechanism

An *electric generator* connected to the hydraulic-turbine shaft to convert the prime motive power of the turbine to electric power

A *pressure regulator*, sometimes used instead of a surge tank, to prevent excessive pressure rises and drops during sudden load changes in plants with long pressure conduits

A *powerhouse* to enclose and support the hydraulic turbine, generator, governor, pressure regulator (if used), and auxiliaries

A *draft tube*, usually a part of the powerhouse structure to carry the water away from the turbine runner

A *tailrace*, sometimes used to carry the water away from the draft tube to the tailrace reservoir

A *tail-water reservoir* which receives the water discharged from the draft tube or tailrace and is usually part of the original river at an elevation lower than the upper reservoir.

The difference in elevation between the water level in the upper reservoir and the level of the water in the tailrace or tail-water reservoir is called the *gross head* on the plant.

The size, location, and type of power plant depend upon the topography, the geological conditions, and the amount of water and head available. Hydropower developments can be classified as low-head, medium-head, or high-head. Figure 9-1 shows in outline the most common arrangement and features of some of the elements listed above for the various developments.

Hydraulic Turbines

2. Turbine Characteristics. Hydraulic turbines derive power from the pressure or force exerted by water falling through a given distance (the head).

The theoretical power, usually expressed in horsepower P_t, is determined by the equation

$$P_t = HQw/550 = HQ/8.82 \tag{9-1}$$

where H = head in feet, Q = flow of water in cubic feet per second, w = weight of water in pounds per cubic foot. The head is established by the topography of the country and the location of the dam, intake works, powerhouse, and tailrace or tail-water reservoir. An analysis of the river-flow records, type of turbine, and type of load (whether base or peak) will fix the maximum and mean value of flow to be used for design.

The actual horsepower P of a hydraulic turbine is the theoretical horsepower P_t multiplied by the turbine efficiency e,

$$P = P_t e = HQe/8.82 \tag{9-2}$$

The efficiency varies depending upon type of turbine load and operating head. For general purposes it is usual to assume a mean efficiency of 90%. Maximums approaching 95% at the peak of the curve have been obtained, based on field tests.

The kilowatt capacity of a hydroelectric unit can be obtained by converting the turbine output in actual horsepower to generator output kilowatts by the following equation.

$$kW = 0.746Pe_g \tag{9-3}$$

where e_g = generator efficiency, which will range from 96% in the smaller machines to over 98% in the larger machines.

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fixed or adjustable. If adjustable, the units are known as Deriaz turbines. The axis of the wicket gates (either fixed or movable) are set at a 45° angle with the main shaft and the spiral case angled accordingly (Fig. 9-6). Some adjustable-blade diagonal-flow runners are so designed that the blades can be closed against one another to shut off the flow of water through the runner, thus eliminating the need for adjustable wicket gates for this purpose.

More recently, axial-flow "bulb" turbines have been used in tidal and other hydro plants and are designed to operate either as pumps or turbines. Their principal characteristic feature is the straight-through or nearly straight-through water passageway from intake to draft-tube discharge. The shaft is therefore either horizontal or slightly inclined (see Fig. 9-10).

The regular propeller turbines are used for low heads, ranging from the lowest head that is practical (one installation operates under a 7-ft head) to heads up to 200 ft, thus partly overlapping the range of heads for Francis turbines.

13. **Impulse Turbines.** The impulse turbine in its modern form consists of one or more free jets of water discharging into an aerated space and impinging on a set of buckets attached around the periphery of a disk (see Figs. 9-7 and 9-12). The buckets vary in some details of their construction but in general are bowl-shaped and have a central dividing wall, or splitter, extending radially outward from the shaft. This splitter divides the stream, and the bowl-shaped portions of the bucket turn the water back, imparting the full effect of the jet to the runner. The free jet is formed by the water passing through the nozzle pipe, the needle nozzle, and thence through the nozzle tip.

The size of the jet and thus the power output of the turbine are controlled by a needle in the center of the needle nozzle and needle tip. The movement of the needle is controlled by the governor. A jet deflector is located just outside the nozzle tip to deflect the jet from the buckets to effect sudden load reductions.

Impulse turbines are utilized when the head is too high for practical use of Francis turbines, which is normally any head exceeding 1000 to 1300 ft. They have been installed in projects having heads as high as 5800 ft.

Power-Plant Settings

14. **Plant Arrangement.** The setting or arrangement of hydraulic turbines in a power plant varies with the type of turbine, the head, and the type of dam and intake. In the past the most common and most economical setting for heads below 40 ft for either Francis or propeller turbines, where the power output was small, was the *open-flume*, in which the water has a free surface exposed to atmospheric pressure (Fig. 9-8). The turbine is completely submerged in an open chamber, essentially rectangular in form. One disadvantage is the difficulty of lubricating the wicket-gate-operating mechanism.

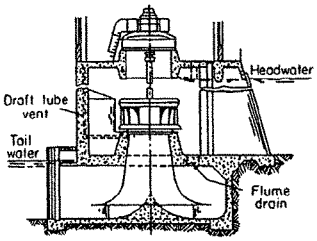

Fig. 9-8. Vertical open-flume setting.

Structural difficulties limit the runner discharge diameters of open-flume turbines to 6 to 8 ft. Open-flume settings ordinarily are used for vertical turbines, but they can be used for turbines with horizontal shafts.

The horizontal-shaft turbines can use two or four runners of the Francis type in order to increase the specific speed, resulting in an increased power output for a given speed. With the development of propeller runners with inherently higher specific speeds, the need for multiple-Francis-runner turbines has been practically eliminated. The open-flume settings using Francis turbines have been largely superseded by axial-flow turbines having either fixed- or adjustable-blade runners.

The axial-flow turbines of large size with heads up to 150 ft usually have vertical settings (Fig. 9-9). Concrete semispiral cases are generally used with these units up to approximately 100 ft. For values greater than this, plate-steel spiral cases are used because

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monly called a Kaplan turbine. Figure 9-4 is a sectional elevation of a Kaplan turbine, and Fig. 9-5 is a sectional view of its rotating element. The blades are adjusted by means of an oil-operated piston located within the main shaft. The operating piston can also be located in the hub of the runner, either above or below the runner blades. The oil is admitted to and discharged from above and below the piston by means of an oil distributor located

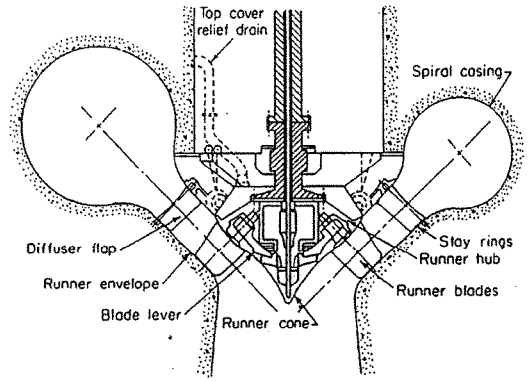
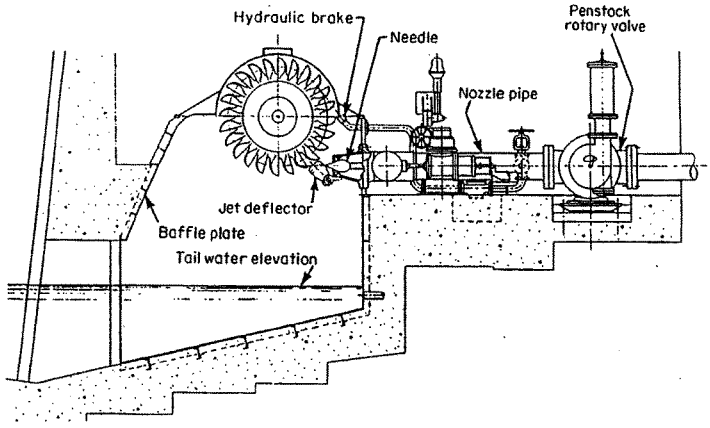


Fig. 9-6. Sectional elevation of a diagonal-flow (Deriaz) turbine.

either on top of the generator shaft above the generator or surrounding the main shaft below the generator. The oil pressure is supplied from the governor oil-pressure system, and the flow of oil is controlled by the governor. The control has a cam so shaped and arranged that blade position will vary with the wicket-gate opening so as to produce a maximum-efficiency envelope curve (see Fig. 9-14). The greater the wicket-gate opening, the greater the angle of the blades and the greater the power output.

12. Axial-flow turbines use the propeller-type runner with either fixed or adjustable blades. The axis of the blades is normally at right angles to the main shaft (Figs. 9-3 to 9-5). Another type of propeller runner, in which the axis of the blades is at approximately 45° with the main shaft, is known as the *diagonal-flow turbine*. The blades may be either



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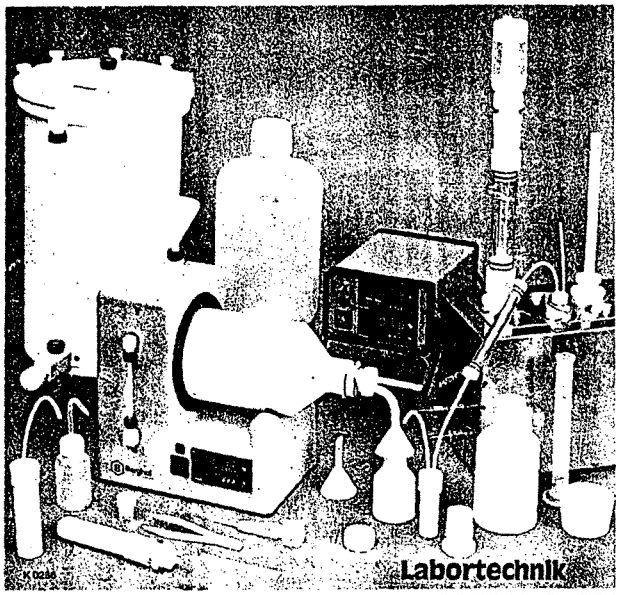
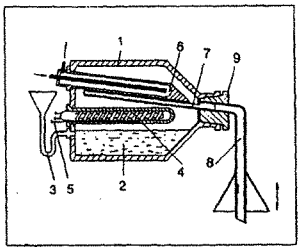
Fluoro Polymers in Trace Analysis



Acid Purifying Apparatus

In Trace Analysis there are frequently required reagents with a low ultrapure value. Especially for wet digestions, the necessary ultrapure acids (also HF) and the oxidizing agents can be produced upon demand with the acid purifying apparatus by means of the surface evaporation and also fresh for each procedure.*

The fluid treated in such way shows contamination only in the pg/ml-range, as the distillation is carried out without boiling movements and thus without any aerosol formation, whereby only pure PTFE as vessel material is used.



Design

1 Distillation vessel out of PTFE
2 Fluid to be distillated
3 Funnel tube with siphon
4 Heating radiator coated with PTFE
5 Thermosensor
6 Cooling bar with water connections
7 Outlet channel for distillate
8 Outlet tubing with dust protection
9 Locking stopper

Technical Data:
Volume: max. 600 ml
distillating performance depending on fluid and heating rate max. 20 – 40 ml/h
heating radiator: 0 – 300°C, 2 x 150 Watt
dimensions: h x w x d 320 x 450 x 180 mm

9

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BERGHOF GMBH.

Application

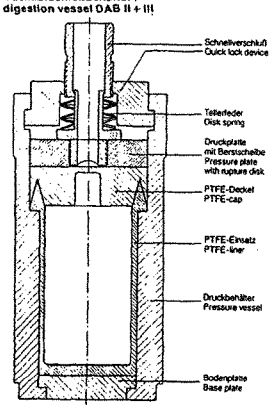
Berghof pressure digestion systems serve for sample preparation of inorganic and organic biological matrices for subsequent analysis of the trace element contents by means of AAS, AES, polarography etc. A quick and complete decomposition, even of samples which are rich in mineral substances, as well as wet samples, can be achieved in a simple way – with negligible losses and blank values.* Depending on the pressure digestion system and the matrix, samples from 0.02 to 5 grs can be weighed into the PTFE liners of 2 – 250 ml capacity.

- Agricultural chemistry (Soils, fertilizers, feed ...)
- Building materials (Cement, plaster ...)
- Mining industry (Coal, ore ...)
- Petrochemistry (Petrochemicals, lubricating oil ...)
- Forensic analysis (Hair, bone ...)
- Geochemistry (Stones, sediments ...)
- Glass industry (Coloured glasses ...)
- Ceramics industry (Aluminium oxides, clays ...)
- Clinical analysis (Tissue, blood, serum ...)
- Plastics technology (PVC, polyethylene ...)
- Food analysis (Milk, fish ...)
- Material research (Pure metals, boron nitride ...)
- Metallurgy (Ores, slags ...)
- Pharmacy (Quality control ...)
- Textile technology (Synthetic fibers, dyes ...)
- Environmental analysis (Waste water, air filters ...)

Design and Function

The sample to be decomposed is weighed into a liner of pure, isostatically pressed PTFE with round bottom (capacity 2 – 250 ml), and treated with a pure decomposition agent (HNO_3, HCl, HF, H_2SO_4, H_2O_2 ...). This PTFE liner is placed into a pressure vessel out of special stainless steel 316 Ti, which, by means of a safety device, is proteceted against any inadmissible excess pressure (max. 100 and 200 bar). With the aid of special mounting tools the pressure vessel can be defined and closely sealed. Safe and controlled heating of the pressure vessels is accomplished by an aluminium heating block with outside heat protection, cased with stainless steel and provided with water connection for quick cooling.
The heating block, protected by an overtemperature safety device, is connected to a temperature regulator via a thermocouple compensating line and heating line. Temperature is regulated infinitely variable from 0 to 250° C, and is monitored by PID control. In addition to the basic temperature regulator, a regulator with timer, and a programmable version with 4 heating steps via 4 intervals are also available. Further analytical steps may be carried out using fuming adapters and extraction rockers in the PTFE digestion liner – without changing the liner.

Prinzip: Druckaufschlußbehälter / Pressure digestion vessel DAB II + III



Features of Pressure Digestion Systems

- Complete digestion of inorganic and organic biological matrices (even wet and liquid samples and samples which are rich in minerals) at high temperature (max. 200 – 250° C) and high pressure (max. 100 and 200 bar / max. 1400 and 2900 psi).
- Samples weights from 0.02 – 5 grs, depending on pressure digestion system (2 – 250 ml capacity) and matrix.
- Negligible losses up to the picogram element analysis range (As, Bi, Cd, Hg, Pb, Sb, Se, Sn, Tl ...) as a result of the closed system with vessels manufactured of dense material.
- Negligible contamination of sample by pure, indifferent vessel material, and digestion agents easy to be purified (HNO_3, HCl, HF, H_2O_2 ...).
- Simple operation, safeguarded against wrong handling by overpressure safety device and pressure test with certificate provided by the manufacturer (marking according to UVV and TRB).
- **Comprehensive program with complete accessories**
  Mounting tools (defined and tight closure of vessel)
  Safe heating blocks (overtemperature safety device)
  Exact temperature regulators (PID control)
  Heating blocks with magnetic stirring
  Fuming adapters } (for further trace analytical
  Extraction rocker } processes in the same PTFE liner)

Pressure Digestion Systems

	DA-System I	DA-System II	DA-System III
Pressure digestion liners DAE	DAE I/2 DAE I/10 PTFE liners with 2 and 10 ml capacity and PTFE cap	DAE II/25 DAE II/50 PTFE liners with 25 and 50 ml capacity and PTFE cap	DAE III/150 DAE III/250 PTFE liners with 150 and 250 ml capacity and PTFE cap
Pressure digestion vessel DAB	DAB I for PTFE liners DAE I Stainless steel pressure vessel with screw cap and spring safety valve. Max. temp. 200° C Max. press. 100 bar	DAB II for PTFE liners DAE II For higher sample volumes stainless steel pressure vessel with quick lock device and rupture disc as safety device Max. temp. 200 – 250° C Max. press. 100 and 200 bar (1400 and 2900 psi)	DAB III for PTFE liners DAE III
Pressure digestion tool DAW	DAW I with plug-in tork at torque wrench, and mounting plate I	DAW II with plug-in nut at torque wrench, and mounting plate I	DAW III with plug-in nut at torque wrench, and mounting plate III
Pressure digestion heating block DAH	DAH 1 for 1 unit DAB I and II DAH 6 for 6 unit DAB I and II DAH 12 for 12 unit DAB I and II		DAH 3 1.1 DAB III DAH 3 2 2 DAB III DAH 4 1 4 DAB III
	Aluminium heating blocks with thermal insulation, stainless steel jacket, thermocouple, overtemperature safety device and cooling water connection		
Temperature regulators	Temperature regulator, stepless 0 – 250° C, 2000 W, PID control, T-regulator basic equipment, TU regulator with timer 0 – 30 h, TP-regulator 4 heating steps programmable over 4 intervals		
Fuming adapter DAA	DAA I Heating block adapter I PTFE stopper I	DAA II Heating block adapter II PTFE stopper II	DAA III Heating block adapter III PTFE stopper III
	PTFE gas collecting connection and PTFE water jet air pump		

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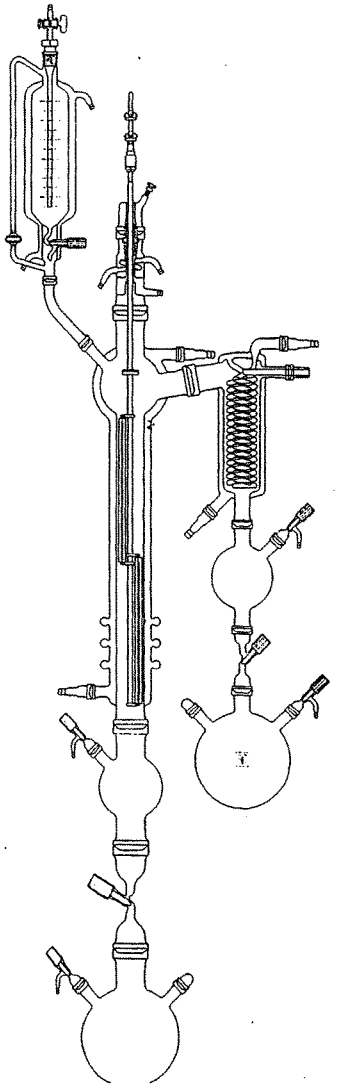
Normschliff/Glass Pilot Plant



Thin Film Evaporator made of glass (system Hüts) for the gentle distillation of thermal sensitive products.

Thin film evaporators are used in chemical industry for the production and processing of low-molecular as well as macromolecular substance Because of the thermal sensitiveness of such products, this separatic· method is applicable.

The medium which is to be distilled is exposed only a very short time to the heating liquid because the film, which is created by the wipers, evaporate very quickly. The residue time of the medium on the heating surface is a matter of seconds, thus essentially less than in a circulating evaporator.

The glass construction of the evaporator permits all procedures to be exact visually made in it.

The standard design has a stirrer made of refined steel 1.4571 with PTFE wipers. As special design for the types 3.. - 6.. we can supply a stirrer only made of glass and PTFE or steel/graphite.

At present we offer our thin film evaporators (DS) in six sizes:

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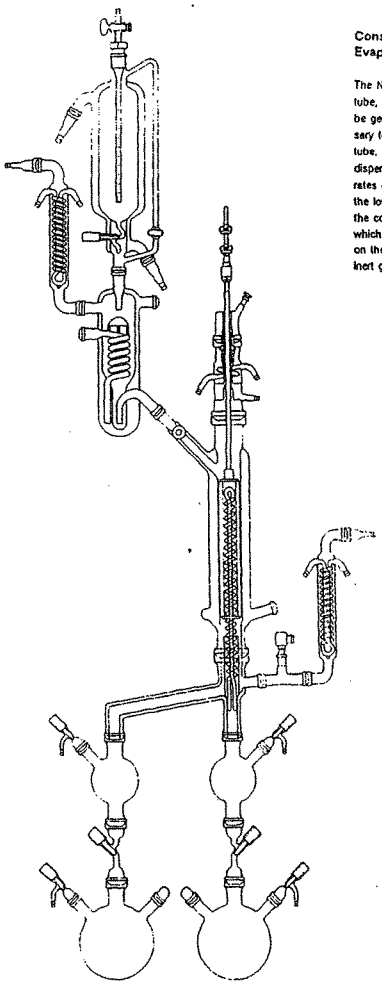

Construction and function of the NGW-Short Path Evaporators

The NGW-Short path evaporator consists of an upright double jacket tube, which is heated by heat transfer fluid. The product, which is to be gently distilled, comes trough a heated dosing funnel and if necessary through a pre-degasser onto the inner wall of double sheated tube. By means of the PTFE-wipers, the product is then symmetrically dispersed to a thin product film. The low boiling component evaporates out of this film. The vapour condensed after the short path on the lower built-in condenser. This low boiling component runs down the cooling packet and is caught in a lower receiver. The components which do not vaporize flow down the inner wall and are caught below on the side with a receiver. The non condensable part and eventual inert gas are drained off laterally.

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Sibata Scientific Technology Ltd

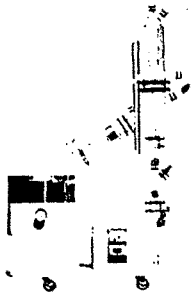
대용량의 Rotary Evaporator

LARGE-SIZE ROTARY EVAPORATOR
3312-20 MODEL PRE-20S
3314-20 MODEL PRE-20E
3312-50 MODEL PRE-50S
3314-50 MODEL PRE-50E
3312-100 MODEL PRE-100S
3314-100 MODEL PRE-100E

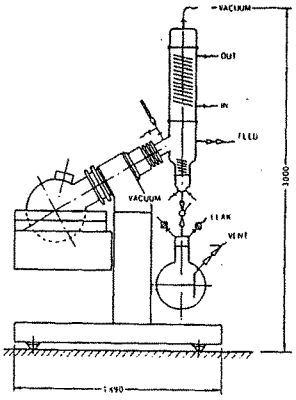
The large-size rotary evaporator is suitable for large capacity concentration or evaporation of heat-unstable substances, crystalizable or high-viscosity solutions.

Features

- Suitable for large capacity concentration of heat-unstable substances, crystalizable or high-viscosity solutions
- Running evaporation under reduced pressure, the pressure can be easily reduced to the vapor pressure at the condensation of the treating substance
- Parts making contact with treating substance are made of borosilicate glass or Teflon and are durable against corrosives, with the exception of fluoric acid, conc. phosphoric acid and alkali
- Parts made of glass or Teflon have standard dimensions so they may be set up easily, and the specifications can be changed according to the conditions of use
  Sealing mechanism is specially designed so that it remains airtight even after long term use
- Easy and rapid handling of heating bath, the important concentrate in the flask is secure when the flask is removed.
- Sample to be evaporated can be fed continuously, intermittently or in advance.



3314-50-PRE-50E



length 740m/m

3312-100
3314-100

Specifications

Code	Model	Heating Bath	Rotary Flask	Rotation	Cooling Area	Receiver
3312-20	PRE-20S	Steam Spiral	20 ℓ 350 ϕ	Variable Speed 0 ~ 150 rpm 200 W S: Explosion proof E: Increased safety	Condenser 1.0 m²	10 ℓ With Side Arms
3314-20	PRE-20E	Electric Heating 200 V 6 kW 3 ϕ				
3312-50	PRE-50S	Steam Spiral	50 ℓ 490 ϕ		Condenser 1.5 m² Cooler 0.3 m²	20 ℓ With Side Arms
3314-50	PRE-50E	Electric Heating 200 V 9 kW 3 ϕ				
3312-100	PRE-100S	Steam Spiral	100 ℓ 610 ϕ		Condenser 2.5 m² Cooler 0.3 m²	50 ℓ With Bottom Cock
3314-100	PRE-100E	Electric Heating 200 V 12 kW 3 ϕ				

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A-6. Wastewater treatment facilities

□ Project code no. : A-6

Wastewater treatment facility plant

□ Type : BOD or COD

□ Capacity : 10,000 ~ 15,000 □/day

□ No. of plant : 10sets(Each place should be installed)

□ Out of scope :

- Civil supports
- Take off point(water supply)
  * Intake
  * Outing
  * Tel./public address
  * Electricity
  * Etc.

Submitted by : SETI CORPORTATION

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Objective

The objective of the proposed equipment is to remove suspended solids and dissolved organic contaminants thereby reducing the strength of the effluent wastewater. The proposed equipment addresses the solution through a treatment train that includes removal of undissolved suspended solids by flotation followed by aerobic biological treatment of dissolved organic compounds.

The system proposed by SETI is designed specifically to address high-strength industrial and municipal wastewater in which a portion of the BOD load can be eliminated through the separation and removal of undissolved material flotation.

This proposal is submitted as a basis for further discussion and refinement. Since the relative BOD contribution by dissolved and undissolved organic material is not clearly definable, SETI would welcome the opportunity to discuss the specific nature of the wastewater and the various option for disposing o the biosolids in more detail prior to finalization of the proposal.

Proposed System

Figure 1 depicts SETI's proposed wastewater treatment system. The system takes the "Raw Process Water" from the plant; most of the undissolved solids are removed in the first microbubble flotation unit(MBF-1). The level of solid removal will be dependent on the type and amount of solids in the influent stream. The system design is predicated on influent raw process water conditions that will allow removal of greater than 75% of the solids in a single pass through MBF-1. the removed solids are in a sludge of 5~7% solids that requires separate disposal. Disposal options for the biosolids should be determined prior to implementation of the system, SETI recommends co-composting these biosolids in combination with other locally-available organic waste material.

From MBF-1, the process water is pumped through Pre-Aeration Units (PAU-1 and 2) in which intense aeration supports the reduction of dissolved organic material by biological oxidation(biodigestion). In this process, the microbes convert dissolved organic material into new biological growth (biosolids, cell matter). The 'biosolids' that grow in this process must be removed in a subsequent separation process (MBF-2). The sludge that grows and accumulates in the PAU's is sprayed, if necessary, to prevent foaming and bulking; a small spray pump feeds a low flow of treated effluent water to spray nozzles at the top of the PAU units. The PAUs are covered, but vented to the atmosphere.

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From the PAUs, the process water passes through MBF-2. MBF-2 is identical to MBF-1 in size and operation; however, its function is to remove the biosolids generated in the PAU units. This biological sludge is pumped by a sludge pump(SP-2) to one of two different locations. A portion of this biological material is recycled as 'Return Activated Sludge' (RAS) to the process water prior to entering the first PAU. The balance of this biological sludge is disposed as 'Waste Activated Sludge' (WAS).

The only operating input for this system is electrical energy. The normal system outputs will be the treated, cleaned effluent water and biosolid sludge that requires disposal.

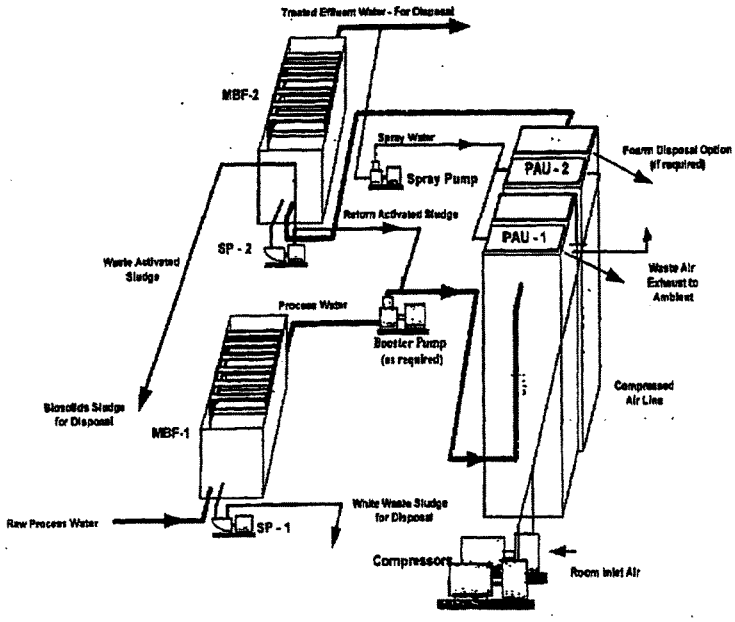

Figure 1: Wastewater Treatment Train

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Scope of Work

Items and Services furnished by the BioDigestor Technologies, Inc.

1. Microbubble Flotation Units (MBF-1 and MBF-2)

SETI Corp. will provide two Microbubble Flotation (MBF™) units, each encom-
- passing a free-standing assembly containing the following components or subsystem:

- □ Separation chambers
- □ Float skimming subsystem
- □ Circulation pump
- □ Air compressor
- □ Control valves
- □ All piping, vessels, and nozzles within the microbubble flotation units
- □ All sensors mounted on the unit fort the normal operation of the MBF™
- □ Electrical junction panels to allow a single point of field installation for the electrical power and control/monitoring system to the units.

2. System Pumps and Compressors (Booster Pump, Spray Pump, Air Compressor)

SETI Corp. will provide the aforementioned pumps ready for field installation.

3. Pre-Aeration Units (PAU-1 &2)

SETI CORP. will provide two identical, fully assembled Pre-Aeration Units ready for installation.

As an option, SETI can work with the BUYER or INSTALLING CONTRACTIOR to have the Pre-Aeration Units installed as poured concrete tanks at the site. SETI would provide the aeration equipment necessary to support the aerobic biological reaction.

4. System Control Panel

SETI Corp. will provide fu11y-assembled control panels ready for field placement.

5. Technical Support

SETI CORP. will provide submittal drawings for the system as defined below. In addition SETI will work with clients in developing the layout of the equipment and control system for the site.

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Submittal Drawings and Data

SETI CORP. shall provide shop drawings of the external outline and general assembly of the above items complete with a system schematic, wiring diagrams for field connections, and technical data covering the pumps, compressor, skimmer power drive assemblies, and such accessories that may require maintenance or replacement during the life of the equipment. Drawings shall indicate general external dimensions and capacity specifications.

Delivery

The MBF™ and Pre-aeration Units will be provided as a fully integrated unit, each with 4" pipe connections for the influent and effluent lines. These connections can be either standard NPT connections, flange connections, or straight pipe as specified in the customer's Purchase Order. The MBF™ and PAU units will be provided ready for placement and installation at the site. This Scope of Work does not include any facility, building, piping and manual valving, or other expenditures required at the site to install and initiate operation of the system.

Field Service(site-installed system)

SETI Corp. will provide technical and field support as necessary for the fallowing activities:

1. Supervision of the installation of SETI Corp.-supplied hardware. (up to 40 SETI Corp. man-days)
2. Start-up and field check-out of the unit when the entire system to which the unit is installed is ready for operation.(up to 10 SETI Corp. man-days)
3. Conduct of a 10-day test program to be mutually agreed by SETI Corp. and the BUYER along with delivery of an operations and maintenance training program and manuals. (up to 20 SETI Corp. man-days)
4. The above is based on five man-trips of SETI Corp. personnel to client over a three month time period
5. Incidental hardware items that may be necessary to address the specific site requirements.

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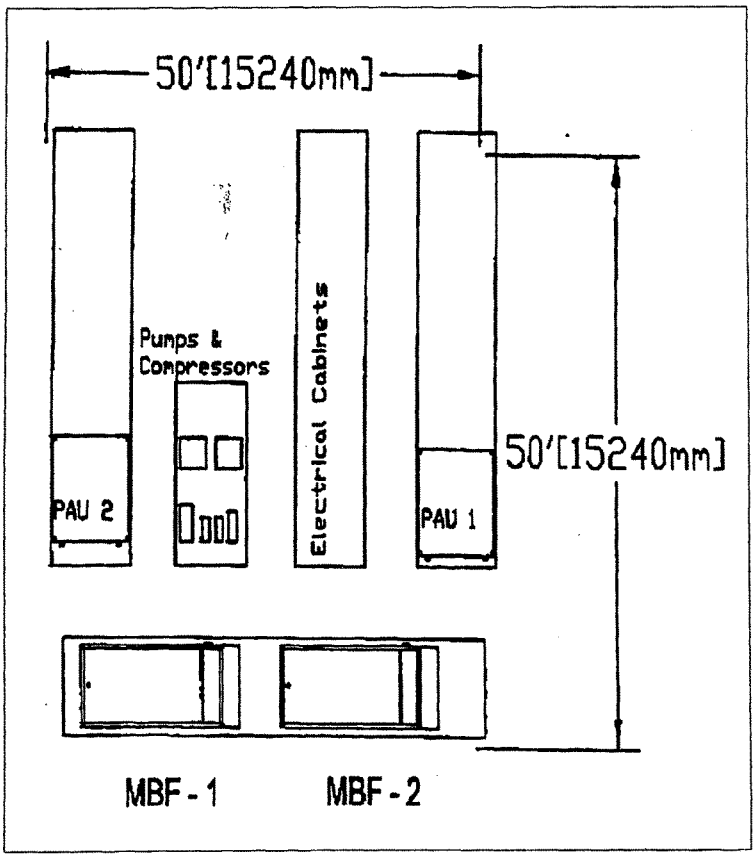
Top View Mobile WWTP



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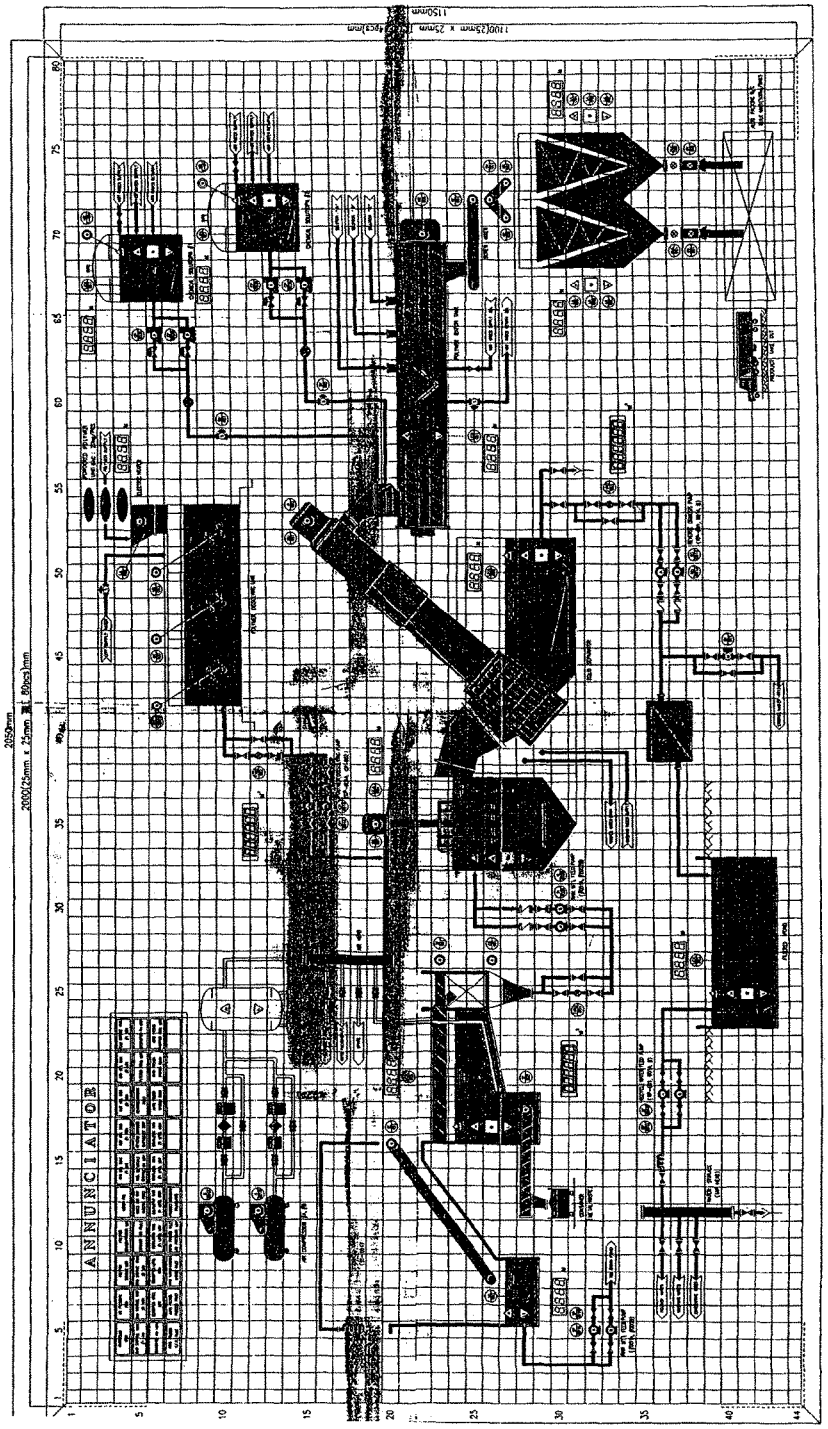
ANNUNCIATOR

Specifications for Water Supply Plant

Bank of America Requests Confidential Treatment

BOA-PSI-05679

ph44585 on D330-44585-7600 with DISTILLER

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A-7. Water supply plant facilities

□ Project code no. : A-7

Water supply plant facility

□ Type : Reverse osmosis

□ Capacity : 30,000□/day

□ No. of plant : 10 sets(Each place should be installed)

□ Take off point of raw water : Underground or river side

□ Out of scope : same as A-6

□ Joined tech knowledge : GERMANY

- Membrane
- High press pumps
- Some instrument
- Screen
- Polymerization

□ Others : 85% more hardware assembled from Korea tech based and before starting of work, given to supplier of to be issued data of raw water quality & nati--onal environmental law standard.

Submitted by : SETI Corporation

SETI Corp. : RM. No 1103 DaeWoo Utopia bldg., #22 BangI-Dong, SongPa-Gu, Seoul, Korea
Tel : 82-2-419-0701 Fax : 82-2-419-1486 E-mail : unschuldig@hanmail.net

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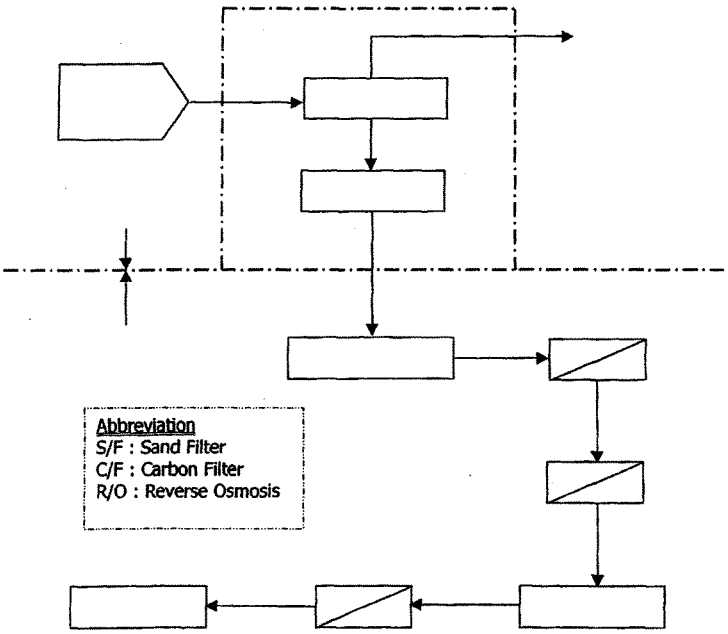
A-7-1 Introduction

This plant is very easy for system operation. The raw water should be taken from underground and riverside. Generally, the system can be installed in a 40ft container and also be moved about or on the concrete floor. Structured water supply package are as follows:

1. Pretreatment (out of scope)
2. Dry bed for take out of sludge (out of scope)
3. Mayor system is basically Reverse osmosis

A-7-2 Flow diagram



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A-7-3 Flow balancing

Q_T = Total treat volume
Q_{T1} = G/T volume
= Q_T X 1.5
= 30,000□/month ÷ 24hr ÷ 30days) X 1.5
= 62.4 □/hour max.

Q_{T2} = the concentration water
= Q_{T1} – (Q_{T1} X 96%)
= 62.4 – (62.4 X 96%) = 62.4 – 59.9
= 2.5 □(This water should be use reclaimed water for tree or agriculture area.

Note : In case Q_T is desired in accordance to analysis data, each others take off point

A-7-4 Tech knowledge of Reverse osmosis

This process is very important to the plant because; just matter is Reverse osmosis membrane.
This packaged R/O system does not need to be changed during maintenance. R/O has a sub process that does chemical rinsing automatically.
Specification
□ type : Reverse osmosis filtrated
□ Class of TDS(Total Dissolved Solids) : 0.01 ppm below
□ Filtering time of R/O : after 18,000 hr used over to be backwash.
□ Material of R/O : polyamide
□ Operation press flow : 30kg/□·f □ 30bar

A-7-5 Others

The used piping material is carbon steel or E.G.I. used pressure : 10kg/□·f max.
And storage tanks are concrete based or epoxy coated steel tanks
Thickness : Min. 5mm over farmed angle squaring finished

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System Site Characteristics

The proposed system is based on the wastewater parameters of Table 1. The system will not yield the desired target effluent characteristics of Table 2 if influent wastewater values exceed those shown in Table 1. SETI will be held harmless for any failure to meet performance objectives under conditions in which one, or more, of the influent values are exceeded.

Table 1 : Influent Wastewater Parameters

Influent Wastewater Parameters	Influent Design Value
Wastewater Source	Soybean paste factory
Flow Rate	4~5 □/h
BOD	3,000 ppm
COD	1,700 ppm
TDS	900 ppm
TSS	500 ppm

Table 2 : Effluent Wastewater Target Values

Effluent Wastewater Parameter	Target Value
BOD	30 ppm
COD	10 ppm
TDS	< 10 ppm
pH	7 +/- 0.3

Electrical Requirements at the Site should be provided as 460V, 3 phase, 50Hz power satisfactory to meet the following requirements of Table 3.

Table 3 : Electrical Load Requirements

System Component	Site Requirement
MBF – 1 (Solids Separation)	5 kW
Booster Pump (if necessary)	2 kW
Aeration Blowers	45 kW
MBF – 2 (Biological Sludge Separation)	5 kW
Sludge Pump (SP – 1 and SP – 2)	2 kW
System Control Panel	3 kW
Spray Pump	2 kW
Total Connected Operating Load	64 kW
Sludge Flow – for containment and disposal	2 □/h
Clean Water must be available for Cleaning of Equipment during Maintenance Periods	

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Optional Mobile Base System

As an alternate to a fixed site-installed system, SETI can provide the system mounted on wheeled trailers allowing simple quick coupling of all pipes and wiring at the site. This allows the equipment to be transferred and installed quickly at a site and, if so desired, the equipment may be used to demonstrate the process at several different sites with minimal set-up and take-down effort. SETI can work with client in providing a cost for a mobile based system based on mounting of the SETI on trailer bodies meeting South Korean highway standards. Costs will be determined upon further review with client.

Spare Parts

This quotation includes no spare parts. SETI will provide parts as desired by the BUYER or as RECOMMENDED BY SETI upon the request of the BUYER.

This quotation is valid for a Purchase Order to SETI in effect within 90 days of this Quotation.

No submittals will be provided without a valid Purchase Order in effect.

SETI's Standard Terms and Conditions and as per the Amendments to SETI Standard Terms and Conditions (attached) shall be the sole basis for the Order.

Refer to Base Price for exclusions in the quoted price.

Offered by SETI Corporation

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FACSIMILE TRANSMITTAL SHEET

TO: Donald G Bowers	FROM: Charles Shelton
COMPANY: Continental Capital Funding	DATE: 25-01-02
FAX NUMBER: +1 619 265 1925	TOTAL NO. OF PAGES INCLUDING COVER: 1
PHONE NUMBER: +1 619 265 1238	SENDER'S REFERENCE NUMBER: CS/DW/DB1
RE: Angola BG $150M	YOUR REFERENCE NUMBER:

Dear Don,

It was indeed a pleasure to discuss this project today and I would kindly ask that you provide the following:

1. Bank Letter - issued by the National Bank of Angola confirming to the authenticity of the specimen copy of their Bank Guarantee signed and sealed by its Governor. Such letter should make a clear statement with respect to the Guarantee Number: 001/2001 having been issued to the said company that it is true and valid and can be renewed. As discussed there were several spelling mistakes and the gneral format was not what we would have expected.

2. Client Information Package - to contain copy documents of project descriptions/contracts, letters between the Government of Angola, the Bank, and the Client that substantiate the proposal and the support of the Angolan Government.

I have spoken to the people concerned in the program and they will process this with the minimum of delay but please be advised that they will want to carry out their own due diligence and, subject your agreement and arrangements, talk to the Governor of the Bank of Angola to verify the information we receive.

In the meantime please feel free to let me know if you have any further questions, but as I mentioned in our conversation we do have the capability to bring this to fruition. My email address is charang@compuserve.com

Best regards -Charles Shelton
(Note: computer generated fax sent without signature)

GENISTA, ENFIELD ROAD, ASH VALE, SURREY UK GU12 5EJ
PHONE: + 44 (0) 1252 317262 • EFAX: +1 928 396 0253
MOBILE: + 44 (0) 778 887 0970

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1469

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02/19/2002 11:52 6192651925 CONTINENTAL CAPITAL PAGE 01
01 JAN 1901 01:01 FAX PAGE 01

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FACSIMILE TRANSMITTAL SHEET

TO: Donald G Bowers	FROM: Charles Shelton
COMPANY: Continental Capital Funding	DATE: 19-02-02
FAX NUMBER: +1 619[redacted]	TOTAL NO. OF PAGES INCLUDING COVER: 1
PHONE NUMBER: +1 619 [redacted]	SENDER'S REFERENCE NUMBER: CS/DW/DB1
RE: Angola BG $150M	YOUR REFERENCE NUMBER

Dear Don,

I have been in constant contact with my colleague concerning the reply from the Fed/Trader regarding the impending visit of the said dignitaries to the USA. A question has been raised for which we need to have a clear answer. The documents submitted are not absolutely clear as to whether the BG issued for this will be backed by cash, or by a government guarantee

Can you please discuss this with Dr. Amouzou and obtain a letter from the Central Bank of Angola signed by the Governor confirming whichever is the case.

Please note my email address is charang@[redacted] and you can attach the letter or use my eFax.

Best regards -Charles Shelton
(Note: computer generated fax sent without signature)

cc: Mr. David Whitney

GENISTA, ENFIELD ROAD, ASH VALE, SURREY UK GU12 5EJ
PHONE: + 44 (0) 1252 317262 • EFAX: +1 928 398 0253
MOBILE: + 44 (0) 778 687 0970

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1470

PSI-Amouzou-08-0174

ph44585 on D330-44585-7600 with DISTILLER
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568402.788

Satu Amouzou

From: "Charles Shelton" <charang@compuserve.com>
To: "Satu Amouzou" <msainc2@earthlink.net>
Sent: Wednesday, June 12, 2002 5:31 PM
Attach: LOI plus Client Data Sheet PRgrams 120602.doc
Subject: Angola BG PRoject

Dear Satu,

It was pleasure to talk to you again and firstly please accept my condolences for the loss of your cousin. I trust that you have recovered from your travels and would like to explain some of our discussions to you as follows.

I like you was concerned that the people proposed by Lovelle would want to "charge" an upfront fee of USD2.0M as a security deposit for work to be done by the lawyers in preparing the documentation for which there was no guarantee of funding. This should be taken up directly with Lovelle and fully investigated.

We are prepared to offer your group, MSA Inc., consultancy services aligned to the projects described in our conversation especially as some of us have pertinent experience which would be of benefit to MSA on an international basis.

Further, given the current status of the Angola BG it is unlikely to get any support from the upline bank unless cash is deposited in the upline bank to support it or other arrangements are made as you discussed with me.

IN this case I would kindly ask that given our discussion on the programs especially in relation to the immediate needs of Angola that you consider this proposal. If you have access to any one or a company with USD100M cash then we can get you into a program within 5 banking days from final approval following due diligence of the client/funds.

I have as requested attached draft documents for the LOI and Client Data Sheet. IN addition you will need to include the enlarged copy of the passport, a corporate resolution if appropriate, and the Proof of Funds. After the due diligence you will be able to review a draft contract and then sign it in your own offices although the law is changing where you will have to present yourself in person at the bank to sign it, which is more beneficial.

Although yields are only finalised in the contract documents you would expect to achieve approximately 25% per week as a minimum amount based on USD100M according to my information. At present it would pay out every two weeks and last for 40 weeks. Obviously if the initial sum is larger then the returns increase, but please keep in mind that they will only be confirmed in the final contract to be signed. Funds of USD100M and above need not move but anything under would have to be moved to a bank nominated by the trading group to an account under your sole signatory and control. You would receive assistance with this from the group.

I have given it some thought and would ask that you consider possibly setting up a foundation to receive the proceeds of this program and then it will be able to invest in additional programs and also consider going into a Buy/Sell scenario with say either USD100m or USD500M which

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EXHIBIT #134 - FN 1471

6/13/2002
PSI-Amouzou-11-0059

ph44585 on D330-44585-7600 with DISTILLER
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568402.789

Charles Shelton

From: "Charles Shelton" <charang@compuserve.com>
To: "Satu Amouzou" <msainc2@earthlink.net>
Sent: 19 June 2002 22:23
Subject: Fw: Angola Project USD50m

----- Original Message -----
From: Charles Shelton
To: Satu Amouzou
Sent: Wednesday, June 19, 2002 4:08 PM
Subject: Angola Project USD50m

Dear Satu,

It was good to talk at length with you last and I want to thank you for sharing candidly about the current situation on the proposed entry into a program for the USD 50m.

The information currently with you was a proposal from Dee which will achieve the following:

1. Funds will not move from your Bank of America Account
2. There is no need to purchase a CD.
3. The return will be a minimum of 50% per week for this transaction
4. The final return will be in the contract document you receive for review and signature
5. There are no intermediaries between you and the principal group
6. The Principal group will receive you directly at the bank and arrange all documents for your review and signature at the Bank.
7. You are under no obligation to sign the contract.

Satu, I now you asked me for an opinion last night and to be quite honest this offer is probably the best you will get with the sum involved and not having to move your funds or purchase anything directly with them. Dee works directly for the Group and has told me that they are keeping this open for you for the next 2 days.

The Group are very willing to receive you in Switzerland and this offer will only be open for a few days longer. If your time and funds permit then I suggest you travel to Switzerland meet these people directly and they will take you to the bank and the deal can be completed within a few days.

ON a separate note I would like to emphasise the fact that we are able to offer the additional services to your company concerning the project and financial management elements. Such an undertaking does require skilled and experienced people able to deal at the highest levels within both the private and public sectors.

Please let me know your comments.

Best regards

Charles
Best regards

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1473

PSI-Amouzou-09-1415 19/06/2002

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MINUTES OF THE SPECIAL MEETING
BOARD OF DIRECTORS
MSA INC.

July 10, 2002
Coronado, California

The special meeting of the Board of Directors of MSA Inc. was held at 8:30 a.m., Wednesday, July 10, 2002, in executive conference room, (per conference call) 826 Orange Ave suite 151, Coronado, CA.

I. CALL TO ORDER

President Mehenou S. Amouzou, Chairman of the Board of Directors, called the meeting to order.

II. ROLL CALL

The Secretary called the roll, and the following were present:

President Mehenou S. Amouzou
Vice President & Secretary Mr. Albert Lee
Vice President & Director of Operations David Naranjo

The Secretary announced the presence of a quorum

III. OPENING REMARS BY THE PRESIDENT

The President read a letter received from Dr. Aguinaldo Jaime on July 10, 2002 pertaining to the Fifty Million Dollar deposit for the Angola project.

IV. AN IRREVOCABLE RESOLUTION WAS OFFERED AND PASSED STATING THE FOLLOWING:

1. The Board has agreed that Dr. Aguinaldo Jaime be appointed the Acting Special CFO as an overseer of the Fifty Million Dollars to be deposited in an International Prime Bank. This is a requirement by the funding party of the Seven Billion Dollar project for Angola. This position shall be enforced for the approximately three years during which the Fifty Million Dollars remains blocked in the designated International Prime Bank.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1474

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V. IT WAS RESOLVED UPON RECEIPT OF THE FIFTY MILLION DOLLARS FROM THE BANCO NATIONAL DE ANGOLA (BNA) IT WILL BE DEPOSITED IN A INTERNATIONAL PRIIME BANK WITH THE FOLLOWING CONDITIONS:

1. The signatures of the following MSA Inc. Officers will be required for the withdrawal of any funds.

   a. The President of MSA Inc. Dr Mehenou S Amouzou

   b. The Special Acting CFO (Corporate Financial Officer) of MSA Inc. Dr. Aguinaldo Jaime, Dr. Aguinaldo Jaime has full authority regarding withdrawal of the said funds upon the request of Banco Nacional De Angola (BNA)

VI. IT WAS RESOLVED THAT BANCO NACIONAL DE ANGOLA (BNA) SHALL HAVE FULL AND UNCONDITIONAL ACCESS TO THE DEPOSITED FUNDS FOR A PERIOD OF THREE YEARS OR UPON REPLACEMENT OF SAID FUNDS (FIFTY MILLION DOLLAR DEPOSIT) BY ANOTHER SOURCE.

1. Furthermore: any and all interest generated by said Fifty Million Dollar Deposited funds shall be the property of Banco Nacional De Angola (BNA).

2. Banco Nacional De Angola (BNA) shall have full authority regarding withdrawal of the said funds. Suspension of the disbursement program will result should the funds be withdrawn prior to the end of the waiver period.

3. It was agreed and resolved that if the disbursement program does not start within a period of 30days from the date the Fifty Million Dollars are deposited in International Prime Bank, Said Blocked funds shall be released at once to Banco Nacional De Angola (BNA)

VII. MOTION TO ADJOURN

They're being no further business to come before the Board Mr. David Naranjo made a motion to adjourn. Mr. Albert Lee seconded and the motion carried unanimously.

Albert Lee, Vice President and Secretary

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568402.792

JUN 19 2002 18:35 FR TO 9-12133456896 P.02/10

MSA, Inc.

TITLE OF ACCOUNT(S)

Bank may pay out funds on any one of the signatures below:
For Sole Proprietors: place your signature in box number 1.

= Redacted by the Permanent Subcommittee on Investigations

Authorized Signature(s):

1. (TYPE OR PRINT NAME) Mohenou Sator Amouzou	2. (TYPE OR PRINT NAME) Jaime Aguinaldo
(SIGNATURE)	(SIGNATURE)
[redacted] 6/21/05	[redacted] 8/23/03
(DRIVERS LICENSE / SOCIAL SECURITY NUMBER)	(DRIVERS LICENSE / SOCIAL SECURITY NUMBER)
3. (TYPE OR PRINT NAME)	4. (TYPE OR PRINT NAME)
(SIGNATURE)	(SIGNATURE)
(DRIVERS LICENSE / SOCIAL SECURITY NUMBER)	(DRIVERS LICENSE / SOCIAL SECURITY NUMBER)
5. (TYPE OR PRINT NAME)	6. (TYPE OR PRINT NAME)
(SIGNATURE)	(SIGNATURE)
(DRIVERS LICENSE / SOCIAL SECURITY NUMBER)	(DRIVERS LICENSE / SOCIAL SECURITY NUMBER)

For CASC/GLOBAL BANK USE ONLY

You agree that the written information we give you is part of your agreement with us and tells you the current terms of our deposit accounts.
By signing below, you certify under penalty of perjury that the tax reporting information set forth on the reverse is true, correct and complete. The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

Type or Print Name _____ Signature _____

Type or Print Name _____ Signature _____

Accounts Established Under This Agreement

The written information we give you and the tax reporting information you gave us on this card apply to each account opened under this agreement.

ACCOUNT INFORMATION		DATE OPENED	COMMENTS
TYPE	ACCOUNT #		
DDA	08500-05836		

New Card Accepted 5-23-02

Fictitious Trade Name certificate received: _____ Date SFMO

Waived by: _____

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1477

Bank of America Reque: BOA-PSI-05144

ph44585 on D330-44585-7600 with DISTILLER

568402.793

Stella.M.Walsh@bankofamerica.com on 06/20/2002 06:28:28 AM

To: Susana L. Cervantes/CRE/BAC@BofAAudit2000
cc: Brendan T. Hewson/USA/BAC@BankofAmerica, Elizabeth Bass/CRE/BAC@BofAAudit2000, Craig Davidson/USA/BAC@BankofAmerica, Eileen C. Kraft/CRE/BAC@BofAAudit2000
Subject: RE: Assistance

Sue, I spoke to Citibank first thing this morning and there is of course a developing story but in the meantime could you please ensure that the money stays frozen, deeply frozen!

Citibank have done some investigations and the two swift messages with a hand-written word across the top (pages 8 and 9 of your fax) are both genuine. Citi did send the swift and they are the correspondent bank for Banco Nacional De Angola (BNA)- the request, because of the OFAC list was automatically flagged upon receipt and their Compliance and Operations department conducted their own due diligence before releasing the wire to us. However further to my phone call Citi have done further investigations and now consider it to be either a Prime Bank scam or an internal problem within BNA - and extremely unlikely to be genuine. One of the clear coincidences is the signor of the text confirming all is okay with the co signer on Mr Amouza account! The other significant issue is that Mr Amouza is on the "known" list with the International Chamber of Commerce - I couldn't get any further details on this but something somewhere is not right with him.

Citi have tried to make contact with their rep office in Luanda who have the relationship with BNA but so far without luck as the telephone lines are down - that rep office reports to the regional office in South Africa and they have a conference call to discuss the whole issue later this afternoon.

Citi are obviously extremely worried about what has been uncovered and my contact has promised to keep me well informed of events but he's "pleaded" with us not to release that money!!!!

Will keep you posted from this end on events later today.

Regards

Stella

Stella Walsh
Assistant Vice President
EMEA Corporate Security -
International Services
Tel: 0207 809 5623

-----Original Message-----
From: Cervantes, Susana L.
Sent: 20 June 2002 03:31
To: Walsh, Stella

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1477

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568402.794

Cc: Kraft, Eileen C.; Bass, Elizabeth; Davidson, Craig; Hewson, Brendan T
Subject: Assistance

Stella, we need your assistance in contacting CitiBank London to verify a wire for US Dollars $50 Million, which they initiated. The wire was received by us on June 11, 2002 into the account of MSA, Inc. , signer is Mehenou Amouzou Savings #08500-05836. The savings account was opened on May 15, 2002 with $300.00, while the client Amouzou has other personal accounts as a business accounts, it is odd that the funds were received into a new account paying 2% interest.

The Private Bank met with the Client as he made inquiry as to purchasing a one year certificate of deposit, which had to be flexible so that they could draw funds against it when needed. The purpose of the funds was to assist with the new infrastructure of Angola as well as Humanitarian projects in Angola specifically those for children with special needs.

We believe that Citi Bank may have also made inquiry to the originator Bank , Banco Nacional De Angola Luanda AO as required by OFAC standards, but we may have a fictitious document at hand.

Shortly after the account was opened by Amouzou, another signor was added to the account his name is Aguinaldo Jaime. Jaime is also the signor of the Citibank London swift.

I have contacted Customs who is looking Amouzou as we may have a Prime Bank scam or just funds which were removed from Angola illegally. Amouzou indicated that the funds were from the sale of gold and oil in Angola and he is the principal owner of said funds. Amouzou was at the banking center this afternoon requesting that we release funds for their use. However I had already restricted the funds until we can verify the true owner and the source of said funds.

Amouzou has several addresses here in San Diego, as well as businesses.

When I spoke with Amouzou today he advised me that he and the President had visited the President of the United States in February of this year, however that the relationship was not a good one at this time, what that has to do with the funds I do not know..... smoke screen I guess.

I spoke with Brendan this evening, he advised that he would leave you a voice mail advising who to contact at Citibank London. I will fax you documents that I received today from the Banking center.

Thanks and as always you may reach me at home **REDACTED**.

Notice to recipient:

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Both Bank of America, N.A and Banc of America Securities Limited are regulated by The Financial Services Authority.

ph44585 on D330-44585-7600 with DISTILLER

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568402.796

23-JUL-02 19:51 P.06
07/22/02 MON 22:38 FAX 619 293 3023 MSA INC TRADE INVESMENT 005

MSA INC
INVESTMENT • TRADE • MANAGEMENT
[illegible] Orange Ave. Suite 151, Coronado, CA. 92118
B.P. 05 722 LOME, TOGO, WEST AFRICA (619) 293-3002 Fax (619) 293-3023

RESOLUTION OF THE BOARD OF DIRECTORS OF MSA INC.

Reference: Investment of $50 Million USDollars

Minutes of the Meeting of the Board of directors held on the 6th day of March 2002. Articles of Incorporation of the Company

A special meeting of the Board of Directors of MSA Inc. (hereinafter referred to as "Corporation") was duly held in accordance with the Articles of Association / Bylaws of the Corporation.

Present at this meeting were the following: Mehenou S. Amouzou Ph. D President, and Secretary, Mr. Albert Lee.

The Meeting of the Directors undertook the following Corporate Resolution, which has been recorded in the Minutes of the Corporation's Meeting or Minute Book.

It was unanimously resolved to utilize the Fifty Million US Dollars for an investment opportunity.

Additionally, it was unanimously resolved that Mehenou S. Amouzou Ph. D, President / CEO and authorized signatory of the corporation, is authorized to use corporate bank accounts, enter into instrument and fee agreements as necessary, make selections as to which investment will best suit the placement of the funds or credit lines developed from said funds so as to assure the anticipated financial returns, and to receive and distribute all profits from the investment.

Initials: [signature] Initials: [signature]

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1477

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01275 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.797

RESOLUTION OF THE BOARD OF DIRECTORS OF MSA Inc.

The necessary authority and powers required to undertake these tasks and responsibilities are hereby granted to:

Mehenou S. Amouzou Ph. D

Passport No.[redacted]

Issued In: Togo

[redacted] = Redacted by the Permanent Subcommittee on Investigations

It is, therefore, unanimously resolved that the appointed officer, President shall have the authority to negotiate all details and sign the final contract with the officer representing the investment and bank officers.

There being no further business, the meeting was declared adjourned and in witness thereof, the Board of Directors signed below on the date first written above.

Signed and sealed this 7th day of March, 2002.

Mehenou S. Amouzou Ph. D, President & CEO
For and on Behalf of MSA Inc.

Albert Lee Vice President
For and on Behalf of MSA Inc.

CORPORATE SEAL:

NOTARY:
The foregoing Affidavit was acknowledged before me this 13 day of JUNE, 2002, by Larry J Keyser, Notary, in the City of San Diego, County of San Diego, State of California. Witness my hand and official seal. My commission expires on 11/12/06.

Signed: Larry J. Keyser
Name: LARRY J. KEYSER

NOTARY SEAL: LARRY J. KEYSER Comm. # 1339086 NOTARY PUBLIC - CALIFORNIA San Diego County My Comm. Expires Jan. 12, 2006

Initials: [illegible]

Initials: [illegible]

(Corporate Resolution, Page 2 of 2)

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01276 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.798

** JOB STATUS REPORT * AS OF JUN 19 02 16:02 PAGE. 01

CORPORATE SECURITY

JOB #812

	DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	STATUS
001	6/19	16:02	CUST SRV 3854	UF--S	00' 08"	001	OK

SDA ACCOUNT ACTIVITY

Account Type: SDA Account Number: 08500-05836 MORE

Account Title: MSA, INC. TIN/TAX RPT: 33-0778594

First/Last: Display activity for: / /

Date	Dollar Amount	Description	Ref ID
06-11-02	10.00-	[redacted]	
		PROCESSING FEE FOR MONEY TFR-CA TRN: 020611-008165	
	2.00-	[redacted]	
		PROCESSING FEE FOR MONEY TFR-CA TRN: [redacted]	
	50,000,000.00	MONEY TRANSFER-CALIF TRN: [redacted]	
		SENDER REF: [redacted] SRC: FEDWIRE	
		BENF: MSA	
		ORIG: BNA OIL TAXES Y ROYALTIES	
	50,000,288.07	ACCOUNT BALANCE	
05-31-02	0.07	SDA 08500 05836	
		INTEREST PAID FROM 05/15/02 THROUGH 05/31/02	
	300.07	ACCOUNT BALANCE	

Terminal Id: W0AD131D User Id: REDACTED Wednesday, June 19,2002 15:48:57

= Redacted by the Permanent Subcommittee on Investigations

Urgent.

Jae

213 [redacted]

FAY [redacted]

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1479

Bank of America Requests C

BOA-PSI-05080

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01277 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.799

JUN 19 2002 16:37 FR CUS[redacted]VC 3854 925 675 7085 TO 912133456896 P.01/04

CLAIMS -- Transaction Display CENTRY ATONGO 19-JUN-02 16:14:14
CALC 1 SFOC 0
query type CALC txn number 1 category

IDT: 11-JUN-02 Debit Amt: 50,000,000.00/USD SD XMAP: A1
VDT: 11-JUN-02 Amt Paid : 50,000,000.00/USD SD Via: FED 1000
ORG_NM6: BNA OI DBT_NM6: CITIBA BKID: CAL ISN: [redacted]
SND_NM6: MT_UTI : [redacted] OSN:
SENDERS REF/TRN: [redacted] MTI: [redacted]
MAPPING SET A1 = INCOMING FED TO BRANCH OR CUSTOMER FED TCN: 1354

DBT A [redacted] CITIBA CDT V 0850005836 MSA
CITIBANK MSA
NEW YORK, NEW YORK

OBI: DEPOSIT TO SECURE FND'ING FRO HUMANITARIAN PROJECTS IN ANGOLA

BBI:

To: Nancy
Fax: 213-[redacted]
[redacted]

ORG BNA OI BNF
BNA OIL TAXES Y ROYALTIES
UNKNOWN

OGB CITIGB2L CITIBA BBK
CITIBANK N.A.
CITIBANK HOUSE, FLOOR 1: 336, STRAN
D
LONDON, GB
SND

[redacted] = Redacted by the Permanent Subcommittee on Investigations

WIRE

Qualified? Pos Dupe?
US$= 0.00/USD Special Advice? Charges Ours?
Source of Txn? Preadvice? N
Auto-Record? Y

<<< TRN: [redacted] >>>
**** MESSAGE ENVELOPE **** (BANK : CAL)
SRC:FED CALLER: EXT:
RPT# AMT:50,000,000.00 CUR:USD TRDR#
TEST: [ ] VAL:// TYP:FTR/ FNDS:S CHG:DB:N CD:Y COM:X CBL:X

DBT A/021000089 CDT V/0850005836 ADV:LTR
CITIBANK MSA
NEW YORK, NEW YORK
SNDR REF NUM: [redacted] ORIG TO BNF INFO:
ORDERING BNK:S/CITIGB2L DEPOSIT TO SECURE FND'ING FRO HUMAN
CITIBANK N.A. ITARIAN PROJECTS IN ANGOLA
CITIBANK HOUSE, FLOOR 1: 336, STRAN
D
LONDON, GB
[redacted]
[redacted]
[redacted]

Bank of America Requests Confidential Treatment BOA-PSI-05081

ph44585 on D330-44585-7600 with DISTILLER

568402.800

JUN 19 2002 16:37 FR CUS[redacted]UC 3854 925 675 7085 TO 912133456896 P.01/04

CLAIMS -- Transaction Display CENTRY ATONGO 19-JUN-02 16:14:14
CALC 1 SFOC 0
query type CALC txn number 1 category

IDT: 11-JUN-02 Debit Amt: 50,000,000.00/USD SD XMAP: A1
VDT: 11-JUN-02 Amt Paid : 50,000,000.00/USD SD Via: FED 1000
ORG_NM6: BNA OI DBT_NM6: CITIBA BKID: CAL ISN: [redacted]
SND_NM6: MT_UTI : [redacted] OSN:
SENDERS REF/TRN: [redacted] MTI: [redacted]
MAPPING SET A1 = INCOMING FED TO BRANCH OR CUSTOMER FED TCN: 1354

DBT A [redacted] CITIBA CDT V 0850005836 MSA
CITIBANK MSA
NEW YORK, NEW YORK

OBI: DEPOSIT TO SECURE FND'ING FRO HUMANITARIAN PROJECTS IN ANGOLA

BBI:

To: Nancy
Fax: 213-345-6896

ORG BNA OI BNF
BNA OIL TAXES Y ROYALTIES
UNKNOWN

OGB CITIGB2L CITIBA BBK
CITIBANK N.A.
CITIBANK HOUSE, FLOOR 1: 336, STRAN
D
LONDON, GB
SND

[redacted] = Redacted by the Permanent Subcommittee on Investigations

US$= 0.00/USD Qualified? Pos Dupe?
Special Advice? Charges Ours?
Source of Txn? Preadvice? N
Auto-Record? Y

<<< TRN: [redacted] >>>
**** MESSAGE ENVELOPE ****
SRC:FED CALLER: BANK : CAL
RPT# EXT:
AMT:50,000,000.00 CUR:USD TRDR#
TEST VAL // TYP:TR/ FNDS:S CHG:DB:N CD:Y COM:X CBL:X

DBT A [redacted] CDT V/0850005836 ADV LTR
CITIBANK MSA
NEW YORK, NEW YORK
SNDR REF/TRN: [redacted] ORIGINAL BNF INFO:
ORDERING ANM:S/CITIGB2L DEPOSIT TO SECURE FND'ING FRO HUMAN
CITIBANK N.A. TARIAN PROJECTS IN ANGOLA
CITIBANK HOUSE, FLOOR 1: 336, STRAN
D
LONDON/GB
BNF
BNF/BENEFICIARY: BNA OIL TAXES
[redacted]

Bank of America Requests Confidential Treatment

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01279 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.801

JUN 19 2002 16:37 FR CUST SVC 3854 925 675 7085 TO 912133456896 P.02/04

{1110}[redacted]
{1120}20020[redacted]
{1510}1000
{1520}2002[redacted]
{2000}[redacted]
{3100}[redacted]
{3320}[redacted]
{3400}[redacted]*
{3600}CTR
{4200}D0[redacted]
MSA*
*
*
*
{5000} *
BNA OIL TAXES Y ROYALTIES*
UNKNOWN*
*
*
{5100}BCITIGB2L*
CITIGB2L*
*
*
*
[redacted]
CITIBANK N.A. LONDON*
P.O. BOX 78*
336 STRAND*
LONDON WC2R 1HB, ENGLAND*
{6000}DEPOSIT TO SECURE FND'ING FRO HUMAN*
ITARIAN PROJECTS IN ANGOLA*
MESSAGE HISTORY SEQUENCE

= Redacted by the Permanent Subcommittee on Investigations

CAL THE OWNING BANK IS IN TIMEZONE PST (-08 HOURS) PRIORITY: DELIVERY ACK:
REF. INDEX REF #: [redacted] 06:00:41.77
FEDSNAIN2 SEQ #: 11954 11-JUN-2002 06:00:41.77
FEDIN2 SEQ #: 891 11-JUN-2002 06:00:41.77
FLASHRCV ABA: [redacted] FED REF: [redacted]
IMAD: [redacted]
FEDINQ DEQ TEXT:
FEDIN LOG AMT: 50000000.00 TIME: 11-JUN-2002 06:00:41.93
ABA INDEX KEY: [redacted]
*SYS MEMO CPD: *ORIGI: "MSA"
*SYS MEMO CPD: SUBSTITUTING V/0850005836 FOR BNF
NOF ACC NDX KEY: CATV0850005836
MEMO: CDT
CR ANHO DEQ TEXT: [redacted]SAMOUNT: 50000000.00
RAM PMT Q DEQ TEXT: [redacted]SAMOUNT: 50000000.00
MEMO: MAP
RAM SRF KEY: [redacted]MAP1
RAM FED RCV AMT: [redacted] TIME: 11-JUN-2002 06:00:42.33
RAM OUT SEQ #: 4142 11-JUN-2002 06:00:42.31 INFO:
[redacted]MAP1 FN
RAM SND SEQ #: 4142 11-JUN-2002 06:00:42.31 INFO:
[redacted]MAP1 FN
RAM ACK SEQ #: 4142 11-JUN-2002 06:00:52.87 INFO:
[redacted]MAP1
CR PMT Q DEQ TEXT: [redacted]SAMOUNT: 50000000.00
MEMO: MAP
[redacted]

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01280 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.802

JUN 19 2002 16:38 FR CUST SVC 3854 [redacted] 03/04

[redacted] = Redacted by the Permanent Subcommittee on Investigations

```
        GCP_FED_RCV        AMT: 50000000.00 TIME: 11-JUN-2002 06:00:42.33
        GCP_OUT            SEQ #: 4095 11-JUN-2002 06:00:42.31 INFO:
[redacted]MAP1 FN
        GCP_SND            SEQ #: 4095 11-JUN-2002 06:00:42.31 INFO:
[redacted]MAP1 FN
        GCP_ACK            SEQ #: 4095 11-JUN-2002 06:00:58.94 INFO:
[redacted]65MAP1+
        MFE_OUTQ       DEQ TEXT: [redacted]
        *SYS_MEMO          HOSTGET ADR SDA CREDIT BYPASSED BY HOSTGET
        ANH_POST_01        SEQ #: 794 11-JUN-2002 06:00:42.32 INFO: HOSTGET ADR
SDA CREDIT BYPASSED BY HOSTGET
        MFE_MSGS           INTERFACE ID: [redacted]  ITEM TYPE: FTR
                           SENDER REF: [redacted]
        APS_HI_ANVQ    DEQ TEXT: [redacted]165AMOUNT: 50000000.00
        ANS_PDM_01         SEQ #: 612 11-JUN-2002 06:00:42.42 INFO: PC
        *SYS_MEMO          *ACCT: V/0850005836
        *SYS_MEMO          *ADR1: MSA, INC.
        *SYS_MEMO          *ADR4: 826 ORANGE AVE STE 151
        *SYS_MEMO          *ADR7: CORONADO                  /CA/921180000/USA

        *SYS_MEMO          ANV MATCH FAILURE
        ANS_POST_01        SEQ #: 612 11-JUN-2002 06:00:43.70 INFO: ANV MATCH
FAILURE
        MEMO: ANV MATCH FAILURE
        MNVQ           DEQ TEXT: [redacted]5AMOUNT: 50000000.00
        MNV_LOG            OPRID: CALNB1  TIME: 11-JUN-2002 06:01:32.61
        MEMO: MNV VERIFIED - OK
        *SYS_MEMO          MESSAGE CHECKED BY STOP FILTER - 11-JUN-2002 06:01:
32.70
        *SYS_MEMO          MATCH REF: ENT/1404(OFAC)
        *SYS_MEMO          ANGOLA IN ORIG TO BNF INFO
        *SYS_MEMO          MATCH REF: ENT/1404(OFAC)
        *SYS_MEMO          ANGOLA IN FLD 6000
        *SYS_MEMO          MULTIPLE WARNINGS - SEE HISTORY
        *SYS_MEMO          *MRH/CREDIT PARTY NAME VERIFIED BY OPERATOR
        *SYS_MEMO          *MRH/*MR/MNV/RLS/ /CALNB1
        RAM_PVT_Q      DEQ TEXT: [redacted]65AMOUNT: 50000000.00
        MEMO: RPR
        RAM_SRF            KEY: [redacted]65RPR1
        RAM_FED_RCV        AMT: 50000000.00 TIME: 11-JUN-2002 06:01:33.08
        RAM_OUT            SEQ #: 4158 11-JUN-2002 06:01:33.07 INFO:
[redacted]65RPR1 FN
        RAM_SND            SEQ #: 4158 11-JUN-2002 06:01:33.07 INFO:
[redacted]65RPR1 FN
        RAM_ACK            SEQ #: 4158 11-JUN-2002 06:01:52.17 INFO:
[redacted]65RPR1+
        GCP_PVT_Q      DEQ TEXT: [redacted]165AMOUNT: 50000000.00
        MEMO: RPR
        GCP_SRF            KEY: [redacted]65RPR1
        GCP_FED_RCV        AMT: 50000000.00 TIME: 11-JUN-2002 06:01:33.09
        GCP_OUT            SEQ #: 4109 11-JUN-2002 06:01:33.07 INFO:
[redacted]65RPR1 FN
        GCP_SND            SEQ #: 4109 11-JUN-2002 06:01:33.07 INFO:
[redacted]65RPR1 FN
        GCP_ACK            SEQ #: 4109 11-JUN-2002 06:01:33.28 INFO:
[redacted]65RPR1+
        FED_OFPQ       DEQ TEXT: [redacted]AMOUNT: 50000000.00
        *MEMO              CALDM1 11-JUN-2002 FAX TO COMPLIANCE OFFICER
        *SYS_MEMO          MOVED TO HOLD OFFICE  CALDM1 11-JUN-2002 07:55:20.59
        OPP_HLDQ       DEQ TEXT: [redacted]165AMOUNT: 50000000.00
```

Bank of America Requests Confidential Treatment BOA-PSI-05084

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01281 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.803

JUN 19 2002 16:38 FR CUST SVC 3854 925 675 7085 TO 912133456896 P.04/04

```
*MEMO              CALDM1 11-JUN-2002 OK TO PAY PER PAT VIADO
STOP_PAY_LOG       OPRID: CALDM1  TIME: 11-JUN-2002 09:08:26.20
MEMO: APPROVAL BY OK PER PAT VIADO
APS_CH__AUTQ  DEQ TEXT: [redacted]5AMOUNT: 50000000.00
MEMO: CREDIT PARTY NAME VERIFIED BY OPERATOR
APS_PDM_03         SEQ #: 1094 11-JUN-2002 09:08:26.30 INFO: PC
*SYS_MEMO         BAL MEMO: APO BAL: 50000300.07 AS OF: 06/11/02 09:08:
27
*SYS_MEMO          APO: IMS CDT SEQ: 9998
APS_POST_03        SEQ #: 1094 11-JUN-2002 09:08:27.25 INFO: PC
PAYADVQ       DEQ TEXT: [redacted]5AMOUNT: 50000000.00
PAYADV_LOG         OPRID: $$$PAY  TIME: 11-JUN-2002 09:08:27.29
*FED_GL            SAM_DBT  AMOUNT: 50000000.00
*NOF_BAL           SAM_CDT  AMOUNT: 50000000.00
SYSPRFBAL          PRF_SAV_CDT  AMOUNT: 50000000.00
GL_BACKEND    ENQ TEXT: [redacted]
SAV_BACKEND   ENQ TEXT: [redacted]
VRU_Q         DEQ TEXT: [redacted]5AMOUNT: 50000000.00
*SYS_MEMO          DEQUEUED BY Z_BOA_NULL_LNK
MFE_OUTQ      DEQ TEXT: [redacted]
MFE_MSGS           INTERFACE ID: [redacted]  ITEM TYPE: FTR
                   SENDER REF: [redacted]
*SYS_MEMO         MFT FLAGGED FOR CDT LTR CNF @ 11-JUN-2002 19:07:51.69
*SYS_MEMO         MFT/BHE REC WRITTEN TO FILE @ 11-JUN-2002 19:07:51.6
```

---

inquiry note:

action ____ p1 _____ p2 ATONGO975496789___ p3 _____

[redacted] = Redacted by the Permanent Subcommittee on Investigations

** TOTAL PAGE.04 **

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01282 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.804

JUN 19 2002 18:36 FR TO 9-12133456896 P.07/10

Dra. Marta 160

12/06/02-08:13:15 PRINTERRECEIVE-0626-000004

---------- Instance Type and Transmission ----------
Original received from SWIFT
Priority : Normal
Message Output Reference : 0811 [redacted]
Correspondent Input Reference [redacted]
---------- Message Header ----------
Swift Output : FIN 199 Free Format Message
Sender : CITIGB2LXXX
CITIBANK N.A.
LONDON GB
Receiver : BNANAOLUXXX
BANCO NACIONAL DE ANGOLA
LUANDA AO
MUR : [redacted]
---------- Message Text ----------
20: Transaction Reference Number
[redacted]
21: Related Reference
065/DGR/RC/02
79: Narrative
ATTN INVESTIGATIONS
RE YR P/O FOR 50000000.00/USD V/D 11/06/02
UNDER TR REF 065/DGR/RC/02
PLEASE NOTE THE BELOW QUERY
...
CITIBANK AND ITS OVERSEAS BRANCHES ARE BOUND BY
US GOVERNMENT REQUIREMENTS TO COMPLY WITH US
GOVERNMENT SANCTIONS REGARDING PAYMENTS TO
SPECIFIC COUNTRIES, INDIVIDUALS AND ENTITIES.
OUR COMPLIANCE DEPARTMENT HAS REQUESTED THAT WE
CONTACT YOU (THE REMITTER) TO OBTAIN FURTHER
INFORMATION CONCERNING THE REFERENCE TO 'MSA' IN
THIS PAYMENT. IN PARTICULAR PLEASE CONFIRM THE
FULL NAME OF 'MSA'. FUNDS WILL BE HELD WAITING
A REPLY. IF NO RESPONSE IS RECEIVED BY 18TH
JUNE, IT MAY BE NECESSARY TO ACTION THIS
PAYMENT IN ACCORDANCE WITH OFAC GUIDELINES.
...
PLEASE REPLY TO THE UNDERSIGNED ADVISING THE
DETAILS REQUESTED
KIND REGARDS
LONDON INVESTIGATIONS
---------- Message Trailer ----------
{MAC: [redacted]
{CHK: [redacted]
{DLM:}

[redacted] = Redacted by the Permanent Subcommittee on Investigations

TOTAL PAG.01

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1481

Bank of America Requests

BOA-PSI-05140

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01283 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.805

JUN 19 2002 18:36 FR TO 9-12133456896 P.08/10
13 JUN 2002 19:05 DE

Dilitraq

13/06/02-07:55:42 LocalSwiftAcks-9565-000001

= Redacted by the Permanent Subcommittee on Investigations

Possible Duplicate Delivery
Network : APPLI
Session Holder : LocalSwiftAcks
Session : [redacted]
Sequence : 000001
Delivery Status : Network Aborted

Instance Type and Transmission
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : [redacted]BNANAOLUAXXX[redacted]

Message Header
Swift Input : FIN 199 Free Format Message
Sender : BNANAOLUXXX
BANCO NACIONAL DE ANGOLA
LUANDA AO
Receiver : CITIGB2LXXX
CITIBANK N.A.
LONDON GB

D. G. P. 13/6
SWIFT/TELEX EXPEDIDOS

Message Text
20: Transaction Reference Number
[redacted]
21: Related Reference
CITI2075-11JUN02
79: Narrative
ATTN : LONDON INVESTIGATION
RE OUR TELEX ABOVE WE WOULD LIKE INFORM YOU THE FOLLOWING:
MSA STANDS FOR MEHENOU SATOU AMOUSOU INC., WHICH IS AN AMERICAN COMPANY SPECIALISED IN MANAGEMENT AND INVESTMENT, HEADQUARTERED IN CALIFORNIA, SAN DIEGO. ITS PRESIDENT IS DR. MEHENOU SATOU AMOUZOU. THE $0 MILLION DEPOSIT IS A COLATERAL TO GUARANTEE A HUMANITARIAN FUNDING FOR DEVELOPMENT PROJETS FOR THE REPUBLIC OF ANGOLA.
KIND REGARDS
AGUINALDO JAIME - GOVERNOR

Message Trailer
{MAC:[redacted]}
{CHK:[redacted]}

TOTAL PAG.01

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01284 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.806

6/21/02

Statement regarding referral and following meeting with Dr. Amouzou and David Naranjo on 6/19/02

On or about May 16, I received a referral form from referral administration that came from Sheree Cardenas in Fresno Customer Service & Support. The "helpful information" section on the referral was filled out with "Cust has other investments and would like to trans to BofA. Current acct with BofA is side acct. Best time to call is after 8:30am on cell phone.

5/20 called & spoke briefly-he will go out of town on Wed to SF but would like to meet-call tomorrow to set appt
5/21 called-he was busy-he would call back
5/22 called-going to SF, back Friday, but I'm out so I will call him next week
5/28 spoke-he asked me to try tomorrow for meeting on Thursday or call @11:30 for meeting on Friday
he called while I was out and Megan set up meeting through David Naranjo for June 11 at 12:30 in downtown office
6/11 he did not show to meeting so I called and left message checking into status
6/19 he called and said he could meet at 1:45 in our office so I agreed to meeting

6/19 meeting with Dr. Amouzou who was joined by David Naranjo.

They indicated they had $50 million and were looking for a 1 year cd and understood that we could provide better rates. I told him about Private Bank and said we possibly could provide better rates-but could we first discuss all the alternatives available to him through the Private Bank. Spoke briefly about capabilities but they said no they needed a cd so I left the room to get the rates. When I returned, Dr. Amouzou asked me how many languages I spoke-I said one well, but I did speak Italian and I understand Spanish. David Naranjo said but your name is Mexican, do you have family there? We discussed that further which brought up the information that David Naranjo was from Las Vegas, New Mexico and he offered that he has very high security clearance since he worked at Los Alamos in New Mexico.

They asked about International CDs and I told them I was not familiar with those and explained basic differences between domestic and International Private Bank. I begin asking the usual questions about

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1483

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01285 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
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where the funds were currently and who was the owner of the funds. He told me the funds were at Bank of America and I asked where since I had not seen any information in the accounts that indicated $50million. They gave me the name and I went back to check and still could not locate the funds until they gave me the account number. The funds were in the account and appeared to have been cleared. They told me the funds were "his" in his company, which was MSA, Inc which is a Delaware C corporation. I asked about the business of MSA, Inc as the card he provided indicated Investment-Trade-Management. He said they were involved with infrastructure development and humanitarian efforts. I asked how they generated funds in his business and where the $50million came from. He told me they were wired from London. I asked further about how the funds were generated. He got very upset and said the funds were good, clean funds and why was I so suspicious. The only reason he came to me is because I had been calling him and he only wanted to work with someone nice. He said Kelly in the Chula Vista branch is nice and he said he followed her from TierraSanta or Serra Mesa because he wanted to work with someone nice that he could have a good working relationship with. He said he could go anywhere to JPMorgan in New York where he had contacts or Citibank where he has an account. I told him I recognized that people, especially people with the kind of assets he has, have many options and that we were thankful for the business and for the opportunity. He said the funds were cleared by your own bank and internationally and he has contacts in the government and I could not ask him anymore about the source of those funds. I told him I was sorry he was frustrated by my questions and suggested that he can only imagine the pressure that bank officers are under these days but that I do need to ask these questions and that I am personally liable in my duties as a bank officer. I asked where and they said they worked in a variety of countries. Then Dr. Amouzou began to talk and told me about various meetings he had with state government officials and about his research projects on economics in third world countries. He said he works with governments as an outside consultant since many government officials cannot trust their own cabinet ministers, and he talked about corruption, etc.etc. etc. He told me that the US was working with him because we are very interested now since there is oil and gas interests that they need because of all the concerns about the middle east supplies. He mentioned President Bush and how has been at conferences with him and representatives from foreign governments. Then he told me the money was from the government of Angola and I said Angorra with two r's and David Naranjo anwered no, A-n-g-o-l-a. I also saw a paper in his file across the table with letterhead from Banco Nacional de Angola. He told me that the funds required 2 signatures and indicated that the CFO Dr. Jaime was the other signatory. He also told me that the branch in Chula Vista had all of his

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paperwork on the companies,etc and I should just get that info from them since everything is all cleared.

I asked about Dr. Amouzou's PhD and where did he go to school. He said he went to UCSD. I asked him which college and he did not answer me.

I asked how David Naranjo came to meet Dr. Amouzou and he said since 1993 and that he is the VP of Operations of MSA, Inc which incorporated in 1997. I asked what his role is and his specialty and he told me that he had been involved in construction in third world countries since the early 80s and that is what he is responsible for. I asked if they acted as a contractor or how that worked. He said they act as the consultant to the government and they manage the various subcontractors, etc.

I quoted the cd rates for a 1 year of 2.37% with an additional .25% through the Private Bank and told him that given the amount of money, that I would check to see if there was any better rate that we could offer. He did not want to split the cd or ladder it or anything, just one $50million cd for 1 year. I told him I would check on that and call him in the morning.

The meeting lasted about 1 hour and 40 minutes.

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Sequence of Events:

June 6, 2002 received fax copy of transmittal of Fifty Million USD from B N A /Luanda to be placed in Bank of America, MSA Inc account to secure funding for humanitarian projects in Angola via Citibank, London. **Exhibit "A"**

June 7, 2002 CITIBANK, fax copy of $Fifty Million USD Transfer. **Exhibit "B"**

June 12, 2002 US Compliance requesting further information concerning the reference to MSA Inc with funds pending until answer received. **Exhibit "C"**.

June 13, 2002 AM Answer to above sent stating: MSA INC STANDS FOR MEHENOU SATOU AMOUZOU INC. WHICH IS AN AMERICAN COMPANY SPECIALIZED IN MANAGEMENT AND INVESTMENT, HEADQUARTERED IN CALIFORNIA, SAN DIEGO, IT'S PRESIDENT IS DR. MEHENOU SATOU AMOUZOU. **Exhibit "D"**

June 13, 2002 PM we were advised that upon final clearance money would than be posted in MSA Inc. bank account. The posting of the money in the account would indicate that all clearance would be complete and account would be in good standing. We were also advised that the process should be completed this same day.

June 14, 2002 went to bank and requested a printed statement of MSA Inc.'s account, which show that Fifty Million USD had been posted. **Exhibit "E"**

June 17, 2002 went to bank and requested a Customer Relationship Inquiry, which also shows the Fifty Million plus balance. **Exhibit "E"**

June 18, 2002 we were advised to find out what the interest rate would be if 50M was converted to a CD.

June 19, 2002, met with Bank of America Vice President Anna M. Martinez to inquire about obtaining CD.

Upon making our request Ms. Martinez, left office to go and check our account, approximately 10 minutes later she returned stating she could not find our account on her system. She asked more questions and went a second time to check if she could locate the account on the system She returned and stated she still was unable to locate it. We gave her a copy of the bank statement and she went again to check on the account, upon her return she stated that she was able to locate our account and then she proceeded to interrogate us quite extensively about who are we, what are we going to do with the account, where we were born and why we had an account with Bank Of America in Chula Vista. Dr. Amouzou told her that the reason is that he followed Bank manager Kelly Gilman from previous bank location in Tierra Santa, where she was a manager and Dr. Amouzou's first contact with the Bank of America. Dr. Amouzou further stated that because Ms Gillman had always been so helpful to him in the past, and the fact he had

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a long time banking relationship with Bank of America was the reason he had placed the 50m in Bank of America instead of Citibank, Chase, J.P Morgan or any other bank.

She went out of the office again to get information on CD Returns. When she came back, she stated that she would be able to give us an additional . 25 on the return to a total of 2.63% annually Dr. Amouzou, asked if she was able to do better than that and she said that she would try and do what she could and call him the next morning .

We left the bank down town and went to the Chula Vista Bank, to see Kelly Gillman to inform her of the good news that we had accomplished the first part of the funding phase of the Angola Humanitarian project with the deposit of the 50m.

Upon entering the Bank of America Chula Vista branch we went directly to Kelly Gillman's desk, she was on the phone and seen us come in. She looked as if she had been talking to the devil himself on the phone, her face was white and when we got to the desk she put the phone on hold and told us that we had a problem and excused herself to go to another phone where she continued her phone conversation. Upon completing her phone conversation she came back and told us that she had been called by the bank security (Ms. Cervantes) and that the 50m was on hold and frozen until security could clear said 50m. She was very rattled as if her job might be on the line. She told us that Bank Security had told her that Angola was on the Black List.

Upon hearing this we were very surprised as the $50M had already been processed by the US Compliance and had met all requirements.

There was no reason for this type of treatment, as everything could have been resolved by calling those people in charge of the initial processing of this transaction. The only conclusion we can arrive at is that the fact we are minorities, we were giving this abusive, humiliating and discrimination type of treatment as if we were some kind of drug dealers or worse.

June 19,2002 Brian D. Gard (attorney for MSA Inc.) contacted Ms. Cervantes to obtain information of the frozen status.

June 28, 2002, Angola Government was very humiliated of these actions and requested the Fifty Million Dollars back so they could work with another bank. **Exhibit "F"**

End of this report.

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MAY 15 2002 11:04 FR FRESNO TEL. BANKING 5594518150 TO PRIV BANK P.01/01

RECEIVED
MAY 16 2002

Bank of America

Bank of America Private Bank
Relationship Referral Form - Customer Service & Support

GUIDELINES:
A referral associate will receive the $1,000 supplemental comment if the referral results in ALL of the following:
1. The referred Private Bank Client/Prospect must qualify for Private Bank Service. To qualify for Private Bank Service, the Client/Prospect relationship must result in $1,000,000 or more in total relationship balances to the Private Bank or $1,500,000 in total balances if first mortgage credit is included.

AND
2. The Client /Prospect purchases one of the following Private Bank products:
   - Investment Management Consulting product sold through a fiduciary account (available April 2002)
   - Investment Management Accounts (IMA), Trust, or customized trans

Minimum balances are required:
- Investment Management Accounts investment Management Consulting product sold through a fiduciary account, and Trust products All prospect and associate information must be indicated to assist with proper tracking of information.
- Credit products must have a minimum annual funded loan outstanding balance of $600,000 or more this includes HELOCs/LOCs

ASSOCIATE ELIGIBILITY EXCEPTIONS:
Although all domestic Bank of America associates are eligible to participate in this referral campaign, the following associate exception applies:
- Private Bank customer service and case associates
- Commercial associates and associates who are solely employed by a subsidiary or affiliate of Bank of America, NA (such as Bank of America, NA (USA), Bank of America Investment Services, Inc. and Bank of America Securities) which are excluded from this campaign as these associates have revised client coverage partnership models in place for 2002 which take precedence.

REQUIREMENTS:
All clients must be contacted prior to faxing or e-mailing relationship referral form to the Sales Administration Team. Any form that does not indicate a date in which the customer was contacted will be returned.

OPT-OUT REQUIREMENT:
Before sharing customer information with the Private Bank, referring associates should obtain the consent of the customer prior to submitting the referral form. Make sure your customer is aware of this referral.
Indicate date of discussion with client 5-15-02
Forms without a "date of discussion with client" indicated will be returned to you for a customer contact date.

PROSPECT INFORMATION:
☒ Check here if customer has current Bank of America relationship. ☐ Check here if the customer is a non-resident alien.

Prospect(s) name(s): Dr Amouzou
Home phone: (619) [redacted] Cell phone (619) [redacted]
Work phone: (619) [redacted]
Address: 500 Orange Ave Suite 151
City: Coronado State: CA Zip: 92118
Estimated relationship value: $ 10,000,000.00

supplementation France, Europe

INTERESTED IN:
☒ Investment Services ☒ Financial Advisory ☐ Trust/Wealth Transfer ☐ Customized Credit

Helpful information about the potential Private Bank client: (i.e. best time or location to call, client language preference, etc.)
Just have other investments and would like options to BofA. Current acct with BofA is a side acct. best time to call is after 8:30AM on cell phone

ASSOCIATE INFORMATION:
Associate name: Steve Cardenas Location and mail code: CAI-512-01-01
Social Security Number REDACTED Associate's Line of Business: Customer Service & Support
Phone: 559-451-8111 Date:

☐ Associate Banking - East	☐ Associate Banking - West	☐ NDS - Glendale	☐ NDS - Richmond
☐ NDS - Seattle	☐ Small Business - Charlotte	☐ Small Business - Tampa	☐ Small Business - Wichita
☐ Erie	☐ Charlotte	☐ Concord	☒ Fresno
☐ Glendale	☐ Jacksonville	☐ Las Vegas	☐ Miami
☐ Richmond	☐ Rio Rancho	☐ Tampa	☐ Wichita
☐ Seattle	☐ Tri-Cities	☐ Other	

6/19 Called. Left voice mail back
6/11 left message

Is there a Private Bank Relationship Manager (RM) that you have already notified of this referral? ☐ Yes
RM name: [illegible] RM Phone:

5/25 spoke - left message on Thursday & Friday for Friday, no response

Private Bank Champion Quality Control Checklist:
☒ Customer has at least $1 million in investable assets
☒ Customer is not currently a Private Bank Client
☒ Customer agrees to speak to a Private bank Relationship Manager
☒ All sections of the Relationship Referral Form are complete and legible

051602 AMO

Private Bank Champion Signature: MARTIN LUNA Date: 5/15/02

Revised 2/21/02

5/20 Called + spoke briefly - he will go out of town next week to SF that would make the next call tomorrow to SF appt
5/21 Called - he was busy - he would call back
5/22 Called - going to SF next Friday. Will that work? Left VM

MAY 16 2002 16:57 FR BANK AMERICA PERMERSR704 386 6967 TO 916195155748 P.03/06 ** TOTAL PAGE.01 ** NL

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From: Kelley Gillman
Third & K Banking Center

To: Sue Cervantes
Corporate Security

Subject: MSA, Inc-
Savings #08500-05836

On Wednesday, June 19, 2002, around 1:30 p.m., I received a phone call from Megan Christopherson, from Private Bank #1289, regarding a wire for $50,000,000.00 that went in a savings account. I was asked why we opened them a regular business savings and not another account. I had no idea at the time who she was talking about until I asked who the customer was, let alone they had a wire that large go in their account. Anna Martinez came on the line she had mentioned she had just met with Mr. Amouzou, she went on to say that he mentioned he was in Washington DC he met with President Bush she also mentioned that he was vague on the use of the funds. During our phone conversation they told me that the wire had come in the account as of June 11, 2002. I mentioned to them that I thought it was odd that the wire department would have just credited those type of funds without contacting anyone. Within an hour from talking to Private Bank I received a phone call from Sue Cervantes in Corporate Security in regards to the fund wired in. Sue was giving me instructions to freeze the funds while on the phone with Sue, Mr. Amouzou and another gentleman came in . I finished freezing the funds and told Sue that I would call her back as the customer had come in. While talking to Mr. Amouzou and informing him that the funds were on hold pending further investigation. He started telling me that the funds cleared the US Government Compliance Office when funds were wired from London Citibank to here, and didn't understand why we were researching the wire. I explained to him it was a large sum and it did require further investigation. He then went on to tell me the same thing that he told Anna Martinez about how he was in Washington DC he met with President Bush. He also mentioned to me that if we were not able to help he would take his banking relationship to Citibank. He left with the understanding that the funds would be held and that Sue Cervantes would be responsible for releasing the funds.

KGillman 6-26-02

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CorporateSecurity

Investigator Diary

Case #:	**20619-173400**	Composed On:	**06/19/2002**
Investigator:	**Susana L. Cervantes**	*Last Update On:*	***09/20/2002 03:45:25 PM***
Assigned To:	**SCervantes**	*By:*	***Susana L. Cervantes***

Investigation Diary

6/19/02 Investigation began upon notification from Private San Diego Anna Martinez, that they had met with a client MSA, Inc. Mehenou Amouzou, indicating that they were in the market for a one year flexible CD for $50 Million which was in their savings account for the purpose of securing humanitarian projects in Angola.

The client was with another individual David Naranjo, who alleged that he was employed by Los Alamos in New Mexico with a Security Clearance and was partner to Amouzou.

Martinez felt uncomfortable with the documentation as they observed documents from Banco National de Angola, when they inquired as to the purpose of that bank they indicated that they would be participating in the infrastructure in Angola and using these funds as leverage for Humanitarian Projects.

Martinez, indicated that she did not have copies of docouments that the Mangaer Kelley Gillman of the Third & K Branch had all documents, as she opened the account.

Contcted Kelly who indicated that she did open the account and was not present when the wire transfer came in.

She stated that Amouzou maintained other accounts but never had this much money come in. She further stated that the client advised that the source of funds were from Citi Bank London but that we wanted to verify the source of funds the Amouzou became agitated. Kelly also indicated that Amouzou wanted to add another signer on the account, but she could not as the client was in San Francisco and needed for him to identify himself. She referred him to the SF Main Office. She indicated that Wanda Alfaro sent her the new signature card with the signers, Aguingido Jaime and Amouzou..

Kelly indicated that Amouzou was introduced by another client with the Bank by the name of Andrew Lewis. Lewis is known for her humanitarian work of children with special needs, also does adoptions.

Advised Kelly to Restrict account and place message to contact me for information. While instructing Kelly to restrict the account Mr. Amouzou and another gentleman entered the bank, wishing to take action on the account. He was in the banking center on Friday making inquiries as to the funds coming in. Kelly indicated that they presented her with a Swift message copy from Citibank London as to the source of funds.

Ordered Statements on all accounts.

Contacted Law Enforcement, for information as to unusual wires activity from Angola.

Contacted Brendan Hewson advised that we would contact Stella for assistance in London from Citi bank to verify the swift and source of funds.
Advised Liz Bass.

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6/20 Met with Customs - - Mr. Amouzou contacted advising tht he wanted us to authour a Proof of Funds letter.....

Spoke with Mr.Brian Gard attorney for MSA - advising that they needed to when the funds would be released and how soon we could author the proof of funds letter - He indicated that the $50 Million was just a small portion of further investment humanitarian funds to be received by bank of America. $300 Million would be received every three months for a period of three years on this project. He also indicated that Mr. Level compliance officer for the Federal Government would be contacting us for verification that the funds were pre screened and approved for the USA.

6/26 Received fax from Dr. Jaime of the Angola Central bank requesting the funds be returned with interest. The letters was received at the San Francisco Main Office by Wanda Alfaro. Wanda faxed back acknowledgement and requested an original signature overnight express.

6/28 received recall wire from Citibank London to return funds by order of Central Ban of Angola. Asked Kelley to have Mr. Amouzou to come in and sign the return of funds today.

7/1 Recd call from IRS Criminal investigators they needed assistance with the wire..... - Recall - placed them in contact with Citibank London and New York, advised we needs court order to recall, as does Citi Bank.

Spoke with Dr. Amouzou meeting scheduled for Friday July 5 at Chula Vista Office. He is continuing to want to bring funds from other projects on behalf of the Angola Government.

7/3 Met with Agent Angie Operzman of IRS Investigation regarding both matters in Chula Vista.....

7/5 Met with Dr. Amouzou and attorney Brian Gard at the 3rd and K Banking center in Chula Vista. Mr. Gard was there on invitation of Amouzou. Amouzou was there to explain the business of MSA and the situation with the $50 Million from the central bank of angola. Amouzou provided a prospectus of his company which outlined the various projects that MSA is involved with. The prospectus was for us to decide if we want to continue the relationship with MSA and offer any other products. However he was advised that we would not provide him with any letters of intent or introduction for him to send overseas to use as collateral for borrowing.

Amouzou was upset over the $50 Million return to Angola - he also wanted to know if Bank of America had sent Angola a letter of inquiry as to the projects of MSA and the Angolan Govt. Advised that both Citibank and BofA made phone calls to verify the source of funds as required by compliance as Angola is an OFAC Country. Amouzou indicated that he would be travelling to Zurich to further his business and attempt to recover $50 Million on another project. He was Leaving on Saturday 6th of July and would be returning on July 13..... Prior to leaving the meeting Gard and Amouzou request the release of the interest on the account. Indicated that the Angolan government was also requesting the funds be sent to them.

Met with Agent Angie and discussed my meeting with Amouozou

7/8 Did Search of the Bonita Office in San Diego for documents on a search warrant.

7/11 Spoke with Agent T Jankowski regarding the account and the $50 Million.....

7/15 Set up interview meeting with Angie of Kelly Gillman at the IRS Office in San Diego. Notify Kelly date and time of meeting on Wednesday July 24th 7/25 Request for interview of Kelly and Martinez by IRS - also request for use of funds compensation by Citi bank London for the $50 Million.

8/19/02 Processing entries from account of MSA debit $13,706.98 credit Int Earned 434311-0004595 - Actual use of funds returned back to Citibank London is $43,750.00 @28 days int. Average Fed Funds

Bank of America Requests Confidential Treatment BOA-PSI-04988

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Rate 1.75%
Message with notice to Joann Hall -
Remove hold on account this evening to process entries -
send letter for closure on both accounts.

9/3 Entries for the reversal of the interest on the checking account have been processed. Amouzou has been negotiating checks on both his personal accounts. Deposits are with cash and checks payable to someone other than Amouzou. Will advise Customs. Will look for concurrence to close all three accounts.

9/17 recd call from Kraft regarding the interest query on the account M.r Amouzou, advised Kraft of the account entries to reimburse CitiBank London for use of funds. she suggested we contact Atty Gard and advise him of same.

Spoke with Gard and advised him that a claim for interest was received on behalf of Central of ANgola and that the bank had reimbursed them $43,750.00 which included the $13,706.98 which was in the account of Amouzou. He stated that AMouozou was in daily contact with Dr. Jaime of Angola and nothing was said of the payment or the claim. Advised him that we paid citibank london. We also advised that we would advise Amouzou.

Received concurrence to close the account of Amouzou from Joann Hall.

Edit History:	Rev.	Editor	Edit Date
	9.	Susana L. Cervantes	09/20/2002 03:45:25 PM
	8.	Susana L. Cervantes	09/03/2002 05:35:03 PM

** Only past two edits are shown*

Bank of America Requests Confidential Treatment BOA-PSI-04989

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°Name: MSA, INC.                                         Customer ID: [redacted]
°Cust Since: 05/31/2000               RETENTION                   TIN: [redacted]
°                    ìêêêêêêêêêêêêêêêê Account Messages (F4) êêêêêêêêêêêêêêêê¦°
°     !DDA 21937-04826<-°Account Open Date: 06/00                            ACT°°
°     !SDA 08500-05836  °06/19/2002                                            °°
°                       °200  DO NOT RELEASE FUNDS UNTIL YOU TALK TO           °°
°                       °     SUE CERRVANTES @ CORP SEC 213-345-9319           °°
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Cc: Kraft, Eileen C.; Bass, Elizabeth; Davidson, Craig; Hewson, Brendan T
Subject: Assistance

Stella, we need your assistance in contacting CitiBank London to verify a wire for US Dollars $50 Million, which they initiated. The wire was received by us on June 11, 2002 into the account of MSA, Inc. , signer is Mehenou Amouzou Savings #08500-05836. The savings account was opened on May 15, 2002 with $300.00, while the client Amouzou has other personal accounts as a business accounts, it is odd that the funds were received into a new account paying 2% interest.

The Private Bank met with the Client as he made inquiry as to purchasing a one year certificate of deposit, which had to be flexible so that they could draw funds against it when needed. The purpose of the funds was to assist with the new infrastructure of Angola as well as Humanitarian projects in Angola specifically those for children with special needs.

We believe that Citi Bank may have also made inquiry to the originator Bank , Banco Nacional De Angola Luanda AO as required by OFAC standards, but we may have a fictitious document at hand.

Shortly after the account was opened by Amouzou, another signor was added to the account his name is Aguinaldo Jaime. Jaime is also the signor of the Citibank London swift.

I have contacted Customs who is looking Amouzou as we may have a Prime Bank scam or just funds which were removed from Angola illegally. Amouzou indicated that the funds were from the sale of gold and oil in Angola and he is the principal owner of said funds. Amouzou was at the banking center this afternoon requesting that we release funds for their use. However I had already restricted the funds until we can verify the true owner and the source of said funds.

Amouzou has several addresses here in San Diego, as well as businesses.

When I spoke with Amouzou today he advised me that he and the President had visited the President of the United States in February of this year, however that the relationship was not a good one at this time, what that has to do with the funds I do not know..... smoke screen I guess.

I spoke with Brendan this evening, he advised that he would leave you a voice mail advising who to contact at Citibank London. I will fax you documents that I received today from the Banking center.

Thanks and as always you may reach me at home **REDACTED**.

Notice to recipient:

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When addressed to our clients any opinions or advice contained in this internet e-mail are subject to the terms and conditions expressed in any applicable governing terms of business or client engagement letter issued by Bank of America.

Both Bank of America, N.A and Banc of America Securities Limited are regulated by The Financial Services Authority.

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01297 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.819

25 JUN 2002 16:40FROM T090012133455500 P.01/01

STRICTLY CONFIDENTIAL

TO: SUSANA CERVANTES

FROM: JOHN MURPHY

CITIBANK

26/6/2002

ONE PAGE.

-----Original Message-----
From: ICC Commercial Crime Bureau [mailto:ccb@icc-ccs.org.uk]
Sent: 20 June 2002 11:42
To: Tan, Graham Kee Lee
Subject: RE: Speedy help requested

Dear Graham,

Back in May 2001, we were contacted by a German based banking member who was concerned about the wording of a guarantee to be issued by one of their respected customers, Banco National de Angola. The guarantee was to be payable at the counters of our member. The intended beneficiary was to be MSA Inc.

Wording of the intended guarantee was as follows:

QUOTE

"We the undersigned, Banco Nacional de Angola, hereby issue our irrevocable and confirmed Bank Guarantee in favour of [... name of the beneficiary] unconditional and freely transferable guarantee of payment. This guarantee is valid from the date of issuance, February 26, 2001 and expires in our office on July 27, 2002. And it is payable at the counter of "*****". Demands for payment under this guarantee are not acceptable if presented prior to July 27, 2002. Such payment shall be made without set-off, and free and clear of any deduction or charges, withholding of any nature, now or hereinafter imposed, levied, collected, withheld or assessed by the government of Angola, or any political subdivision or authority thereof or therein.

This guarantee shall be governed by and shall be construed in accordance with the laws of the United States and European Economic Countries. This document is subject to the uniform customs and practice for the documentary credit, 1993 revision of International Chamber of Commerce Paris, France publication nr. 500."

UNQUOTE

We were not advised whether the guarantee was issued.

With kind regards,

Chris

-----Original Message-----
From: Tan, Graham Kee Lee [mailto:graham.kee.lee.tan@citigroup.com]
Sent: 20 June 2002 11:18
To: ICC-CCB (E-mail)
Subject: Speedy help requested

Dear CCB,

Would appreciate your urgent assistance if possible - do you have any information regarding the following:

Aguinaldo Jaime, Governor of Banco Nacional de Angola
Dr Mehenou Satou Amouzou of Mehenou Satou Amousou Inc or MSA Inc, purportedly an investment co registered in Delaware, but operating in San Diego, California.

This is quite an urgent matter so any speedy help you can give would be much appreciated.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1496

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01298 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.820

MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

June 20, 2002

Sue Cervantes
Corp Security
Bank of America
(213) 345 5500

Subject: Proof of Funds

Dear Ms. Cervantes,

Would you please, put on Bank of America's letterhead the following:

"We hereby irrevocably confirm that MSA Inc., located at 826 Orange Ave, Suite 151 Coronado has the amount of USD $50,000,000, freely available to MSA Inc. The funds are transferable, screenable, clear and unencumbered of any liens or rights of any third party."

It would be very much appreciated if you would do this for us as soon as possible, as we require this to proceed with the humanitarian project.

Sincerely,

Dr. Mehenou Amouzou
President & CEO

Business Development • Government Relations • Marketing • Corporate Communication

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1497

06/20/02 THU 12:43 FAX 619 2 001 Bank of America Requests

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01299 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.821

FROM : LAW OFFICE OF BRIAN D GA FAX NO. : 6193036677 Jun. 20 2002 02:37PM P1

LAW OFFICE OF BRIAN D. GARD

6219 Lake Arago Ave.
San Diego, CA 92119
Phone: 619-303-5577
Fax: 619-303-6677
Cell: 619-980-1766

Send to: Bank of America--Corporate Investigations	**From: Brian Gard**
Attention: Sue Cervantes	Date: June 20, 2002
Office location:	Office location:
Fax number: 213-345-5500	Phone number:

☐ Urgent ☐ Reply ASAP ☐ Please comment ☐ Please review ☐ For your information

Total pages, including cover: 2

Comments:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1498

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01300 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.822

LAW OFFICE OF BRIAN D. GARD

Phone: 619-303-5577
Fax: 619-303-6677
Cell: 619-980-1766
bdgard@cox.net

6219 Lake Arago Ave.
San Diego, CA 92119

June 20, 2002

Sue Cervantes
Bank of America
Corporate Investigations

VIA FACSIMILE ONLY

Re: MSA, Inc.

Dear Ms. Cervantes:

Please note that this firm represents MSA, Inc., and has been requested to investigate the hold put on funds deposited in its account with Bank of America on or about June 13, 2002.

In that regard, I will be endeavoring to facilitate the release of such funds and the tendering of the letter as requested of you by MSA, Inc. on this date.

Best regards,

Law Office of Brian D. Gard

Brian D. Gard

Brian D. Gard,
Attorney at Law

BDG
cc: MSA, Inc.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01301 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.823

FROM : LAW OFFICE OF BRIAN D GARD FAX NO. : 6193036677 Jun. 21 2002 12:03PM P1

LAW OFFICE OF BRIAN D. GARD

6219 Lake Arago Ave.
San Diego, CA 92119
Phone: 619-303-5577
Fax: 619-303-6677
Cell: 619-980-1766

Send to: Bank of America, Corporate Investigations	**From: Brian Gard**
Attention: Sue Cervantes	Date: June 21, 2002
Office location: Los Angeles	Office location:
Fax number: 213-345-5500	Phone number:

☐ **Urgent** ☐ **Reply ASAP** ☐ **Please comment** ☐ **Please review** ☐ **For your information**

Total pages, including cover: 2

Comments:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1499

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01302 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.824

LAW OFFICE OF BRIAN D. GARD

Phone: 619-303-5577
Fax: 619-303-6677
Cell: 619-980-1766
bdgard@cox.net

6219 Lake Arago Ave.
San Diego, CA 92119

June 21, 2002

Sue Cervantes
Bank of America
Corporate Investigations

Re: MSA, Inc., Account No. 08500-05836

Dear Ms. Cervantes:

In following up on our conversation yesterday, please note that I did not receive your itemization of your needs in order to free the above-referenced account.

In investigating the matter, I have learned that, contrary to what you stated as being the reason for freezing the above account, the funds therein have already been cleared as being in compliance with U.S. Federal banking regulations. Thus, it is not the funds which have been frozen, but the account itself.

Further, I understand that you have been endeavoring to learn information concerning the principals of MSA, Inc., and the particulars of the transaction with which it is involved.

I consider such activities to be far afield of any legitimate concern of Bank of America and potentially destructive of the business concerns of my client. Accordingly, I demand an immediate release of the above account and an immediate and good faith discussion relative to the amount of damages to be paid to my client for such outrageous and unwarranted delay.

Sincerely,

Law Office of Brian D. Gard

Brian D. Gard

Brian D. Gard,
Attorney at Law

BDG
cc: MSA, Inc.

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01303 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.825

26 JUN 2002 20:06 DE PARA0014156229777 PAG.01

BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Ms. Wanda S. Alfaro
Senior Vice President
Banking Center Manager
San Francisco Main Banking Center
Bank of America
San Francisco, CA 94104

Luanda, 25th of June of 2002

Dear Ms. Alfaro,

Please refer to the transfer ordered by Banco Nacional Angola, and made by CITIBANK, by which USD 50,000,000.00 (Fifty Million American Dollars) were to be paid in the account nr. 08500-05836, opened with your bank, to be used as a guarantee deposit for humanitarian projects in Angola.

After extensive consultations with CITIBANK and a reassessment of the underlining transactions, Banco Nacional de Angola has decided that its funds should be sent back to the account with CITIBANK until further notice. Any interests earned should be added to the capital and also be transferred to the following account:

Account nr.	: [redacted]
Beneficiary	: Banco Nacional de Angola
Bank	: CITIBANK N. A. London GB
Swift Code	: CITIGB2LXXX

Kindly inform Ms. Elizabeth Bass and Ms. Cervantes of the contents of this letter.

Very sincerely yours,

Aguinaldo Jaime
Governor

JUN 26 2002 12:02 TOTAL PAG.01
PAGE.01
JUN 26 2002 12:44 TO 916194985181 P.05/06

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1502

Bank of America Requests C

BOA-PSI-05424

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01304 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.826

Jun 27 02 02:08p John Va Verka 310 451 3282 p.2
27 JUN 2002 22:29 DE PARA0013104513282 PAG.01

BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

Mr. John R. Va Verka, Jr.
President
Adobe Wells, Inc.
2700 E. Tropicana, Suite U #442
Las Vegas, NV 89121
United States of America

Dear Mr. Va Verka, Jr.,

Our mutual friend Dr. Amouzou was kind enough to make me aware of the contents of the letter, dated June 26, on the $50 M USD problem, that you addressed to him.

I have taken good note of your explanations, namely that the actions taken by the American Authorities were aimed at protecting the people and country of Angola. I was also pleased to know that Professor Nicolae M. Nidelco, President of the Foundation and Plenipotentiary Minister of the Council of the States for Protection of Life has offered his assistance to solve this matter. Thus, I have taken the decision to write Professor Nidelco a letter and I would appreciate it if you could pass on the letter to him.

Please be hereby informed that the Central Bank of Angola has been advised to recall the funds, as an interim measure, pending the clarification of this affair. It is, nevertheless, our firm intention to pursue the humanitarian funding program with Dr. Amouzou and MSA and bring it to a successful end once the situation is clarified to the satisfaction of the American Authorities.

This affair has embarrassed all of us. Believe me that in my long career as a public servant (Chairman of the Foreign Investment Office; Minister of Finance; Special Assistant to the President of the African Development Bank; and President of the African Investment Bank) I have build a reputation of a man of

TOTAL PAG.01

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1503

PSI-Amouzou-07-0517

ph44585 on D330-44585-7600 with DISTILLER

568402.827

Jun 27 02 02:08p John Va Verka 310 451 3282 p.1
27 JUN 2002 22:18 DE PARR0013104513282 PAG.01

BANCO NACIONAL DE ANGOLA

TELEFAX

To : Mr. John R. Va Verka, Jr.
President, Adobe Walls, III, Inc.

From : Dr. Aguinaldo Jaime
Governor of the Central Bank of Angola

Subject : [redacted]

No. of Pages : 3 (including cover)

Date: 27.06.2002

Dear Mr. Va Verka, Jr.,

Please find attached herewith two letters, one addressed to yourself and another to Professor Nicolau Nobilico, whose originals will be sent to you by DHL.

Kind regards,

Dr. Aguinaldo Jaime

TOTAL PAG.01

PSI-Amouzou-07-0518

ph44585 on D330-44585-7600 with DISTILLER
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568402.828

Jun 27 02 02:09p John Va Verka 310 451 3282 p.
27 JUN 2002 22:31 OE PARA0013104513282 PAG.01

BANCO NACIONAL DE ANGOLA

[illegible]

integrity and honour. This is why this experience is being painful to me. My sole purpose in entering into the Agreement with MSA was to alleviate poverty and the suffering of the Angolan people.

His Excellency the President of Angola has been informed of the last and unfortunate developments.

I thank you in advance for your kind assistance.

Very sincerely yours,

[illegible]

Dr. [illegible]

Governor of the Central Bank of Angola

Luanda, 27th of June of 2002

TOTAL PAG.01

PSI-Amouzou-07-0519

ph44585 on D330-44585-7600 with DISTILLER

568402.829

JUN 28 2002 09:50 FR CUST SVC 3854 925 675 7085 TO 9-16194985181 P.01/01

URGENT!

VERY LARGE AMOUNT

FROM: BANK OF AMERICA
MONEY TRANSFER CUSTOMER SERVICE #3854

TO: MSA
ATTN MANAGER 619 498 5181

DATE: JUN 28 2002

CANCELLATION REQUEST

PLEASE CONTACT YOUR CUSTOMER FOR WRITTEN DEBIT AUTHORIZATION:
PER REMITTERS REQUEST AS FUNDS SENT IN ERROR

[redacted] = Redacted by the Permanent Subcommittee on Investigations

USD: 50,000,000.00/USD
ACCOUNT NUMBER: UNK/0850005836
BENEFICIARY:
MTI ID: [redacted]
MTF ID:
MTA ID: / MTS ID:
POSTING DATE: 11-JUN-02

FAX DEBIT AUTHORIZATION DATE: 6-28-02
TO: MTCS #3854

PLEASE CHECK ONE: X AUTHORIZE DEBIT ___DECLINE CANCELLATION REQUEST
REASON FOR DECLINE:_____

CUSTOMER'S NAME/ACCOUNT NUMBER: MSA Inc 08500-05836
(IF CUST'S ACCT IS TO BE DEBITED, OUR PAYMENTS SYSTEM WILL MEMO POST DEBIT ON PROCESSING DATE)

ICA ACCT NUMBER: _____

NAME: Dr. MEHENOU S. AMOUZOU
(PRINT OR TYPE)

SIGNATURE AUTHORIZING DEBIT: KGillman, Kelley Gillman, BCM
(AUTHORIZED OFFICER OF BRANCH WITH CURRENT MISC 4020 ON FILE)
(CSR'S STAMP REQUIRED FOR CORPORATE ACCOUNTS)

FAX TO: 925-675-8170

CUSTOMER SERVICE OFFICER: JENNIFER SOKUA
PHONE: (925) 675-8608
OUR REFERENCE: BAMT6010-28JUN02

INTERNAL USE ONLY

LTA310:2

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1504

** TOTAL PAGE.01 **

ph44585 on D330-44585-7600 with DISTILLER

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Dept of State #1

United States Department of State

Washington, D.C. 20520

JAN 0 6 2009

Dear Mr. Chairman:

Thank you again for your letter of May 9 regarding a 2002 Banco Nacional de Angola account transfer to an individual's account at a U.S. financial institution. Following up on our earlier responses, we would like to provide additional information that we recently obtained concerning this matter. We sincerely regret the delay in our follow up response.

On October 8, your offices forwarded to us a fax cover sheet sent by Todd Greentree, the former Deputy Chief of Mission (DCM) in Luanda, and an accompanying letter from Jaime Aguinaldo, the Governor of the National Bank of Angola addressed to the Senior Vice President of Bank of America in San Francisco (both dated June 2002). We were not familiar with these documents and took immediate action to investigate the facts behind them.

According to Mr. Greentree, who is no longer a State Department employee, the transaction in question first came to the attention of Embassy Luanda in a telephone inquiry from the IRS Criminal Investigation Division, based on initial notification from the Bank of America. The Bank of America account holder, a U.S. resident citizen of Togo, was being investigated by the IRS and the size of the transfer had triggered the inquiry.

Mr. Greentree states that the Embassy contacted the Angolan Central Bank, which verified that this was an authorized transfer of funds from a Government of Angola account via Citibank to Bank of America. When notified of the possibility of fraud in this case, the Angolan Government immediately ordered the funds returned. Mr. Greentree recalls that because of the IRS inquiry and the potential sensitivity of the case, Central Bank Governor Aguinaldo requested that the Embassy forward the Central Bank's reverse transfer instruction as documented in the letter and fax which spurred your inquiry. In addition, Mr. Greentree maintains that there was never any connection between the transferred funds and USAID, and that the Embassy took no further action.

The Honorable
Carl Levin, Chairman,
Permanent Subcommittee on Investigations,
Committee on Homeland Security,
and Governmental Affairs,
United States Senate.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1506

PSI-State_Dep't-04-0001

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Following our exchanges with Mr. Greentree, the State Department contacted the then-U.S. Ambassador to Angola, Christopher Dell. Ambassador Dell had nothing to add about the matter beyond what was conveyed by Mr. Greentree.

We hope this information is helpful in addressing your concerns. Please feel free to contact us further on this or any matter of concern to you.

Sincerely,

Matthew A. Reynolds
Assistant Secretary
Legislative Affairs

PSI-State_Dep't-04-0002

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01310 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.832

LAW OFFICE OF BRIAN D. GARD

Phone: 619-303-5577
Fax: 619-303-6677
Cell: 619-980-1766
bdgard@cox.net

6219 Lake Arago Ave.
San Diego, CA 92119

July 2, 2002

Bank of America
Corporate Investigations
444 Bellflower Street, 40th Floor
Los Angeles, CA 90071
Attn: Sue Cervantes

SENT VIA FAX AND U.S. MAIL

Re: MSA, Inc., Account No. 008500-05836

Dear Ms. Cervantes:

Per your request, I am writing you concerning my clients' entitlement to interest on funds deposited into the above-referenced account.

As you will recall, the sum of Fifty Million Dollars ($50,000,000.00) was deposited into the account on June 11, 2002. My client received a customer receipt on June 14, 2002, indicating said deposited funds, plus pre-existing deposits, were then available.

My client then went to the Bank of America branch on B Street, San Diego, CA 92101, on June 14, 2002 to convert such funds into international certificates of deposit. He was quoted an interest rate of 2.82 percent as being a customary return on deposits of $500,000.00 to $2,000,000.00, but that, due to the large sum of the deposit, the bank Vice President would try to get a better rate and call him later with such rate. Although the Vice President and my client had spoken an appreciable amount on the telephone prior to the deposit, and the V.P. was well apprised as to the arrival date and amount of the deposit, the two had never personally met. My client noted a distinct change in demeanor of the V.P. from her telephone personality and that exuded in this first, and only, face-to-face meeting.

Instead of searching for a more favorable C.D. rate upon my client's departure, the V.P. apparently froze the account, alerted the Chula Vista B of A branch to which my client was en route, and then cried "wolf" to your office to conduct an investigation for which she felt no need until having met my client personally. It is certainly sad to note that the V.P., rather than be intruiged to note that the color of the person she had already become comfortable with was other than she had assumed, retreated into such a state of hysteria so as to trigger such

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1508

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01311 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
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suspicion and incredulity as I encountered in following up on the matter. You people need some sensitivity training...quickly.

Notwithstanding the above, and viewing the matter strictly from a financial basis, it seems to me that my client should have started earning interest on the deposit at the most favorable rate offerable from Bank of America from June 19, 2002, through July 1, 2002, being the date the money was finally transferred out of B of A pursuant to the client recall of funds. Although my client was quoted a C.D. rate of 2.82 percent on June 19, 2002, he is acutely aware that such rates are negotiable, particularly when the deposit exceeds normally quoted rates by some $48 million. My research has indicated that on deposits of only $10,000.00 with other banks, the published interest rate could have been at least as high as 4.5 percent.

As you have no doubt finally learned, my clients are quite sophisticated in their knowledge of the world of finance, aside from being completely legitimate in their humanitarian endeavor for which they were given such short shrift, but which will have global impact. Most certainly, they could have leveraged the C.D. notes as security for a return much greater than the notes were earning themselves. Thus, their true loss from this incident is conceivably much higher than merely prevailing C.D. market rate.

However, in the spirit of compromise with a bank apparently cognizant of their error and seeking to redeem themselves, I have been authorized to neither present, nor accept, impudence in negotiating the issue of interest on the deposit during the freeze.

From my research, I have noted published figures as high as 4.5 percent on 3-year C.D.'s upon a $10,000.00 deposit. We all certainly know that considerably more than that can be made on $50 million over the same period of time. Under a negotiated format, which should have occurred here, my clients could have had a reasonable expectation of a return as high as nine percent (9 %) for a C.D. of that amount over three (3) years.

Since the funds were not sought to be converted into C.D.'s from June 11 through June 18, 2002, it would certainly seem fair that only normal saving deposit interest be paid during that time. However, once the conversion was attempted on June 19 through July 1, when the funds were finally released, we believe that interest at the rate of six percent (6%) represents a reasonable rate of return under the circumstances. Not only does it probably represent a rate of return much lower than what Bank of America earned during this little fiasco, but it represents a rate of return on the lower side, although not absurdly so, of what MSA, Inc. most probably could have negotiated but for Anna Rodriguez's racism and overreaction. Thus, we request interest income on the $50 million at the rate of six percent (6 %) from June 19, 2002 through July 1, 2002...a period of

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01312 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

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thirteen (13) days, and at normal savings passbook amounts from the week of June 11 through June 18, 2002.

Please respond to this offer, within 7 days of the date of this letter, as to the position of Bank of America. Given the past history to which we've been subjected, we have no intention of waiting until the end of the month, which is when you state you calculate interest, to perhaps then learn that insult is being added to injury.

Best regards,

Law Office of Brian D. Gard

Brian D. Gard

Brian D. Gard,
Attorney at Law

BDG
cc: MSA, Inc.
Dr. Aguinaldo Jaime
His Excellency President Jose Eduardo Dos Santos

Bank of America Requests Confidential Treatment BOA-PSI-05509

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01313 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.835

LAW OFFICE OF BRIAN D. GARD

Phone: 619-303-5577
Fax: 619-303-6677
Cell: 619-980-1766
bdgard@cox.net

6219 Lake Arago Ave.
San Diego, CA 92119

October 3, 2002

Bank of America
Corporate Investigations
444 Bellflower Street, 40th Floor
Los Angeles, CA 90071
Attn: Sue Cervantes

SENT VIA FAX AND U.S. MAIL

Re: MSA, Inc., Account No. 00850-05836

Dear Ms. Cervantes:

In response to my letter to you of September 25, 2002, I received a telephone call from you on September 30, 2002, in which you acknowledged receipt of my letter, and indicated that the interest funds had been sent through your treasury department on August 21, 2002.

You further indicated you would perform a follow-up to ascertain the reason for the delay in our receipt of the $43,750.00 interest on the $50 million previously deposited with Bank of America. I requested that as part of your investigation, that you obtain all documentation concerning the remittance of such sum, and fax copies to me, to which you agreed.

I have heard nothing further from you, and now learn of the curious turn of events in which all of the Bank of America accounts of MSA, Inc., and Dr. Amouzou have been closed pursuant to notices sent by you and Janet Hunter. Coincidentally, the date of drafting and mailing such closure notices coincides with Banco Nationale De Angola finally receiving the interest sum being investigated.

According to your closure notices, such action has been taken upon the authority of a Deposit Agreement, and further predicated upon "recent activities determined to be unacceptable by the bank." Dr. Amouzou denies ever having received a copy of a Deposit Agreement during the ten (10) years in banking with Bank of America, and has no idea what activities were conducted in any, let alone each, of the four (4) different accounts which you have closed.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1508

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Thus, as an adjunct task to your providing me with all documentation relative to the transfer of the $43,750.00 interest to Banco Nationale De Angola, please also provide a copy of the Deposit Agreement referenced in your closure notices.

As a final matter, please provide a written explanation of the reason for the delay from July 1, 2002 when the $50 million was recalled, to August 21, 2002 when the interest thereon was ostensibly released. Please include in your explanation the reason that the additional interest calculation of $40,750.00 wasn't added into the MSA, Inc., savings account which contained the June interest amount of $13,000.00, and why no interest was generated on the $13,000.00 from July 1, 2002 to August 21, 2002, nor on the $40,750.00 amount from August 1, 2002 to August 21, 2002.

Your prompt attention to these matters is requested.

Best regards,

Law Office of Brian D. Gard

Brian D. Gard

Brian D. Gard,
Attorney at Law

BDG
cc: Dr. Mehenou Amouzou, MSA, Inc
Dr. Aguinaldo Jaime

Bank of America Requests Confidential Treatment BOA-PSI-05319

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01315 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.837

MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

July 13, 2002

Mr. Antonio Martinez

Dear Mr. Antonio Martinez,

Per our conversation today Saturday, July 13, 2002 9:20 A.M California, time I am herewith e-mailing you the information you requested. Statement from the Bank of America dated 6-11-02 and bank receipt dated 6-143-02 and statement from Bank of America
Transferring money to Europe dated June 28, 2002, transfer actual date July 2,2002..

Mr. Martinez, in my communication with Dr. Amouzou, this morning he informed me that there must have been a miss-communication between you and him while he was in Madrid. He was under the impression that the 21M and the Trading of the 50M were two different matters. He did not know or understand that one was based on the other.

In reference to the statement I am sending you will see that the money was deposited in MSA Inc. account on 6-11-02 and transferred to Europe on June 28, 2002. The reason for this transfer is that we were advised that the trading would be much less complicated if it is done in Europe. This is specific reason that Dr. Amouzou was in Madrid to open and deposit the money in the Bank Inversion. However, he was not satisfied with status of the bank in comparison to its status as a Prime Bank in the world financial industry.

Please be advised that Dr. Amouzou, will be traveling to Europe, early next week for the purpose of opening an account to transfer said 50M which is already in Europe. This is why he was requesting your timeline for the 21M, and it deposit into an Angola bank for a Humanitarian project

In my conversation with Ryan Kelly, he was unable to verify and information as to the structure and guidelines for the 21M. If you would please inform me, it would be very much appreciated.

Respectfully,

David Naranjo, Vice President & Director of Operations
MSA Inc.

Cc: Dr. Amouzou

Attached: 3 bank statements

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1509

PSI-Amouzou-09-0218

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Satu Amouzou

From: "Charles Shelton" <charang@[redacted]
To: "Satu Amouzou" <msainc2@[redacted]
Cc: "Dee Costello" <deec@[redacted]; "David Whitney" <info@[redacted]
Sent: Sunday, July 21, 2002 2:20 PM
Subject: Re: Angola PRoject

Dear Satou,

I returned from my family meeting and rec'd your message last night.

First let me say I was very surprised to receive your email and the tone it took in giving us a time limit and the C & D if we did meet your imposed time schedules. We have for our part repeatedly ask for information from you and have had delays in getting replies and you eventually appeared in Madrid where we were expecting you to come to the UK but you returned to the USA. I know these were for good reasons but remember we have had most of your paperwork approved and ready to go. The final part was as previously advised to get the banking in place given your experiences with HSBC. We have now completed this element and due to both the Principal and Dee's prior personnel commitments did not get the information to you as I had stated on Saturday.

However, we will be able to provide this on Monday morning from our Principal who will advise the location/bank as he will confirm this personally with the Bank. AS we explained this has been particularly difficult but we are now in a position to go forward.

Please let me know your reply by return of email before we commit ourselves and our resources any further. We have approached this project on the basis that after the problems with Lovelle that we were given the task to complete this on an exclusive basis. This we have done to the best of our ability and advised you of certain procedures that will achieve your objectives with the minimum of delay. Remember we are able to introduce you directly in to the bank establish your account, receive the funds and get you in to a program all within a very short time.

Best regards

Charles.

---- Original Message ----
From: Satu Amouzou
To: Charles Shelton
Sent: Saturday, July 20, 2002 5:20 AM
Subject: Re: Angola PRoject

July 19, 2002 9:19 PM

Dear Charles,

I appreciate very much your efforts in regards to the banking situation pertaining to the 50M. However, I must advise you that we are in a very restraint period of time to receive the information on

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1511

7/21/2002
PSI-Amouzou-08-0253

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the bank or banks your group has identified.

I have been informed and directed by my people in Angola to set a dead-line of 12:00 O'clock Noon California time to receive the information, otherwise your are notified to CEASE AND DESIST any further action in regards to this transaction.

This does not mean we cannot do business in the near future, as I have been very impressed with all you have done and the knowledge and experience you bring to the table.

Sincerely

Dr. Mehenou S. Amouzou
President & CEO, MSA Inc.

---- Original Message ----
From: Charles Shelton
To: Satou Amouzou
Cc: Dee Costello ; David Whitney
Sent: Friday, July 19, 2002 2:31 PM
Subject: Angola PRoject

Dear Satou,

Following our telephone conversation this afternoon at 6:15 p.m I informed you that I was waiting for a call from Dee. I rec'd her call today at 10:10 p.m tonight and report as follows.

Your project has been accepted by two banks one based in Germany and the other in Switzerland. Our Principal has had to travel urgently to France this evening and will contact us in the morning Saturday to advise which Bank/Country he will use for your deal.

As I advised once this is agreed I will contact you immediately. I regret having to waiting another day but this could not be avoided. I have been assured that this will not slow down the account opening procedures and that we can still accomplish this with the minimum of delay and move forward with the transaction.

I will contact you directly in the morning your time and confirm by email.

Best regards

Charles

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MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

July 21, 2002

Dr. Aguinaldo Jaime
Governor of Central Bank
Of Angola

Dear Dr. Jamie,

I hope the information in this letter will give you more security in the funding process we are undertaking.

I was very disappointed in our activities with the broker in London (Charles Shelton), I only waited for him because he presented a higher return and a simpler and faster transfer and the location of the transfer would have been in London. However, he is only a broker agent and not the trading group principal and that is the reason for the time delay he was unable to communicate with the principal of his trading group over the last several days.

With our first option using the Euro-American Investments LLC. We are dealing directly with the Principal, which will avoid any time delays.

Mr. Stanley Wayland is the principal and owner of the trading group Euro-American Investments LLC., he holds one of ten trading license issued by the Federal Reserve Bank in the world and are the only ones licensed to handle this type of trading action, and he has the authority of selecting what projects his group will work with.

Even though his company's has a License from the Federal Reserve Bank. Mr. Wayland controls all the Asian Market including Japan and has his office in Singapore. His true interest is Africa as he has a South African Passport and has had a lifelong passion for Africa.

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PSI-Amouzou-08-0309

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That is why he was so interested in our Angola project. After his review of the project he committed to help us generate the funding.

We have selected him to do our trading for the specific reason that he is totally committed to help us and has the authority as the licensed trader, which eliminates us having to dealing with agents and brokers. This is very important to as we will be able to communicate with him directly and we will not have to go through the agent that introduced him to us even though will still keep the agent informed. He will be able to guide us through any problem areas we may have. He also has a very strong relationship with Merrill Lynch and has a long time established accounts with them. He is able to coordinate the purchase and transfer of the 50M in a T-Bill for us on an immediate basis (approximately 2 days)

I have included a letter from our attorney Brian Gard dated July 15, 2002 on information on Stanley Wayland.

Sincerely,

Dr. Mehenou S. Amouzou
President & CEO
MSA Inc.

Cc: MSA Inc. File

Attachment included.

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** JOB STATUS REPORT AS OF SEP 20 02 16:00 PAGE. 01
CORPORATE SECURITY

JOB #763

	DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	STATUS
001	9/20	16:00	RSU ACCT CLOSE	UF--S	00' 08"	001	OK

CORPORATE SECURITY
ACCOUNT CLOSURE REFERRAL

DATE 9/3/02

NUMBER OF PAGES 1

CORPORATE SECURITY: Case

Case Number: 2049-173400

Unit: Corp Investigation 4276 Investigator: SUE CERVANTES

Mail Code: CA9-520-40-04 Phone #: 213 345-9319

THE FOLLOWING ACCOUNT WAS IDENTIFIED FOR CLOSURE BY CORPORATE SECURITY:

Account Number(s) 0 8500-05836 Domiciling State (Entity)
21937-04826 21044-12367

Reason ☒ BSA ☒ Other-Fraud ☐ Other-Undesirable
Money laundering

Reason for "Other" closure: Private Bank Fraud w/Central Bank of Angola

Banking Center or Region concurrence to close: ☑ Yes ☐ No

If Yes, Name of Officer: Joann Hall Date: 9/20/02

If No, BSA Investigative Council concurrence: ☐ Yes ☐ No Date:

ADDITIONAL COMMENTS ten days

FAX TO:

RISC GLENDALE		RISC JACKSONVILLE
AZ, CA, ID, NM, NV, OR, TX, WA	Domiciling State	AR, DC, FL, GA, IA, IL, KS, MD, MO, NC, OK, SC, TN, VA
* 818.291.8788 or 818.291.8630, ATTN: Paula Smith	FAX #	904.987.3869, ATTN: Rosemary McKinley
877.262.9517	Questions	904.464.7606 or 877.240.6886
3:00 PM (Pacific Time)	Cutoff Time	3:00 PM (Eastern Time)

* 818291-8756

Permanent Subcommittee on Investigations
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Jane C. Sherburne
General Counsel
Global Consumer Group

Citigroup Inc.
399 Park Avenue
New York, NY 10022

Tel 212 793 4942
Tel 212 793 0258

citi

August 16, 2007

By Telecopy

Robert Roach
Laura Stuber
Permanent Subcommittee on Investigations
Committee on Governmental Affairs
United States Senate
SR-193 Russell Senate Office Building
Washington, D.C. 20510-6262

Dear Bob and Laura:

In response to your request, enclosed is a memorandum describing the circumstances surrounding Citi's decision to cease doing business in Angola. The memorandum was prepared in January 2003 by Amin Manekia, Citi's Non-Presence Country Head for Sub-Saharan Africa at that time, for Sebastian Paredes, the then-Citi Country Officer for South Africa. We understand that the memorandum was sent to Jean Paul Votron, who, at that time, was a regional head of Citi's consumer business.

Paredes and Votron are no longer with Citi. Amin now has a different position with Citi, based in Nigeria.

Sincerely yours,

Jane Sherburne

Enclosure

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1515

PSI-Citi-21-01

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Jean Paul,

I am writing to you to advise that after considered deliberations between Business, Product, Compliance and Legal, we recommend closure of the accounts of the Central Bank of Angola (know as Banc Nacional de Angola, BNA) with Citigroup. Our recommended decision may potentially result in our being forced to exit the country. This has been taken into account.

Our recommendation is based on the following premises:

- In June of last year, BNA instructed us to pay USD 50,000,000 to a dubious account with Bank of America in San Diego. Although this payment was ultimately reversed a few weeks later, we were never provided a satisfactory explanation of the underlying transaction by the BNA.
- We put all accounts of the BNA with Citigroup on an individual transaction-monitoring basis since July. However we have learnt in this process that a number of payments that have left our counters did not have adequate disclosure of beneficiary details, which may result in our being a conduit in their questionable financial dealings.
- We were advised in November of last year by the outgoing BNA Governor that the BNA had gone ahead with the USD 50,000,000 transaction with another bank using a "fiscal paradise". The Governor advised us that this payment was of "national interest" but did not provide us with a tangible explanation of the underlying mechanics of this repeat transaction. It seems and confirmed by the new BNA Governor in January of this year, that this payment was also reversed and the new Governor was uncomfortable with the original transaction. The new Governor also advised our team on the ground that he had "inherited" several problems from his predecessor, which he was trying to resolve on a "case by case" basis. This does not add to our comfort on the inner workings of the BNA.
- We tried to institute all the Government owned correspondent banks including the BNA on a "pre-defined" funds transfer basis with us but a lack of details in certain transactions with these banks could make the success of this process questionable.
- Unfortunately the players in the Government of Angola are the same with a few key players in positions of power and closely managed under the leadership of the current President Jose Eduardo dos Santos. At the end of the day, we are uncomfortable with the character of the senior officials in the Angola Government and any amount of policing may not deter financial impropriety.

The above action plan can be franchise threatening. As you know we generated revenues of USD 8.2MM against an expense base of USD 1.6MM in 2002 (R/E ratio of 5.1). Planned 2003 revenues are USD 5.5MM. We had forecasted lower revenues in Angola this year based on the reduced business from our earlier attempts to work with the Angola Government owned banks on a pre-defined beneficiary basis. In all likelihood, the reaction of the BNA to our decision would be far reaching and may result in our being asked to leave the country. We should expect a backlash from all the Government owned and private sector banks based on the strong control of the Government in the bank and other priority sectors like oil and gas. I believe that we must work with this contingency in mind and plan to exit the country. This will mean liquidating our present Angola OSUC of approximately USD 127MM, which is substantially cash, collateralized or comprehensively insured. We will come back to you with a detailed action plan on this exit strategy.

Finally, I suggest that this matter be escalated to Derek Maughan, Stan Fischer and Bill Rhodes and other relevant seniors in case they are contacted by the Angolans (directly/indirectly) to influence our decision.

Regards

Sebastian

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CONFIDENTIAL
Citigroup: April 9, 2007 PSI Subpoena Response
UPDATED May 18, 2007

Name Listed in Subpoena	Citi Business	Account Name	Account Information: Type of Account or Relationship	Account Information: Citi Account Number	Account Information: When account opened	Account Information: Current Status	Account Information: Date closed, if applicable
Tendin Investments Limited and El Hadj Omar Bongo Ondimba	Private Bank	TENDIN INVESTMENTS LTD. PC-2623N (Beneficial owner Omar Bongo)	Non-U.S. Investment Funds	408396	02/03/97	Closed	08/06/01
Tendin Investments Limited and El Hadj Omar Bongo Ondimba	Private Bank	TENDIN INVESTMENTS LTD. PC-2623N (Beneficial owner Omar Bongo)	Banking And Credit Type	10215064	07/19/90	Closed	08/07/01
Tendin Investments Limited and El Hadj Omar Bongo Ondimba	Private Bank	TENDIN INVESTMENTS LTD. PC-2623N (Beneficial owner Omar Bongo)	U.S. Managed Bond Portfolio	574249	05/27/98	Closed	03/24/00
Tendin Investments Limited and El Hadj Omar Bongo Ondimba	Private Bank	TENDIN INVESTMENTS LTD. PC-2623N (Beneficial owner Omar Bongo)	Investment Account	57409300	06/20/96	Closed	03/13/00
Tendin Investments Limited and El Hadj Omar Bongo Ondimba	Private Bank	TENDIN INVESTMENTS LTD. PC-2623N (Beneficial owner Omar Bongo)	Investment Account	57409400	06/21/96	Closed	03/24/00
Leontine Ltd. and El Hadj Omar Bongo Ondimba	Private Bank	LEONTINE LIMITED (Beneficial owner Omar Bongo)	Investment Account	55E406395000	04/30/96	Closed	05/26/03
El Hadj Omar Bongo Ondimba	Private Bank	EDITH BONGO BASSOU (spouse of Omar Bongo)	Investment Account	59940100	03/17/97	Closed	04/12/00
El Hadj Omar Bongo Ondimba	Private Bank	PASCALINE BONGO (daughter of Omar Bongo)	DDA	10031185	04/19/95	Closed	12/07/99
El Hadj Omar Bongo Ondimba	Private Bank	PASCALINE BONGO (daughter of Omar Bongo)	DDA	38517017	07/30/96	Closed	12/07/99
El Hadj Omar Bongo Ondimba	Private Bank	PASCALINE BONGO (daughter of Omar Bongo)	DDA	38615761	07/10/95	Closed	03/29/99
El Hadj Omar Bongo Ondimba	Private Bank	PASCALINE BONGO (daughter of Omar Bongo) - VT/F NESTA BONGO PING	DDA	10445679	02/23/98	Closed	12/07/99
El Hadj Omar Bongo Ondimba	Private Bank	PASCALINE BONGO (daughter of Omar Bongo) - VT/F CHRISTOPHER BONGO-PING	DDA	10445644	02/23/98	Closed	12/07/99
El Hadj Omar Bongo Ondimba and Samuel Dossou a.k.a. Samuel Doussou-Aworet	Private Bank	OB (Beneficial owner Omar Bongo; Samuel Doussou-Aworet granted power of attorney)	DDA	10359148	10/24/95	Closed	06/23/00
El Hadj Omar Bongo Ondimba and Samuel Dossou a.k.a. Samuel Doussou-Aworet	Private Bank	OB (Beneficial owner Omar Bongo; Samuel Doussou-Aworet granted power of attorney)	DDA	38020023	12/17/99	Closed	06/23/00
El Hadj Omar Bongo Ondimba and Samuel Dossou a.k.a. Samuel Doussou-Aworet	Private Bank	OB (Beneficial owner Omar Bongo; Samuel Doussou-Aworet granted power of attorney)	DDA	38515429	10/25/95	Closed	06/28/96
Samuel Dossou a.k.a. Samuel Doussou-Aworet	Private Bank	ALAFIA (Beneficial owner Samuel Doussou)	DDA	10358078	10/20/95	Closed	12/13/99
Samuel Dossou a.k.a. Samuel Doussou-Aworet	Private Bank	ALAFIA (Beneficial owner Samuel Doussou)	DDA	38515627	10/25/95	Closed	12/13/99
Samuel Dossou a.k.a. Samuel Doussou-Aworet	Private Bank	ALAFIA (Beneficial owner Samuel Doussou)	DDA	38515624	10/25/95	Closed	04/30/98
Samuel Dossou a.k.a. Samuel Doussou-Aworet	Private Bank	WHEATLAND (Beneficial owner Ange Felix Patassé, former President of the Central African Republic; Samuel Dossou-Aworet referred Patassé to Private Bank and is referred to in account documentation)	DDA	10358084	10/23/95	Closed	09/08/99
Samuel Dossou a.k.a. Samuel Doussou-Aworet	Private Bank	WHEATLAND (Beneficial owner Ange Felix Patassé, former President of the Central African Republic; Samuel Dossou-Aworet referred Patassé to Private Bank and is referred to in account documentation)	DDA	38515626	10/25/95	Closed	09/08/99
Banco Nacional de Angola	Corporate Bank	BANCO NACIONAL DE ANGOLA	DDA	38000512		Closed	05/21/03
Banco Nacional de Angola	Corporate Bank	BANCO NACIONAL DE ANGOLA	DDA	38024055		Closed	09/06/00
Banco Nacional de Angola	Corporate Bank	BNA/DGR SPECIAL ACCOUNT BANCO NACIONAL DE ANGOLA	DDA	38085408		Closed	08/11/98
Banco Nacional de Angola	Corporate Bank	BNA SPECIAL FACILITY 3 CASH COVER BANCO NACIONAL DE ANGOLA	DDA	38141906		Closed	05/09/00
Banco Nacional de Angola	Corporate Bank	BANCO NACIONAL DE ANGOLA INTEREST COLLECTION	DDA	38074781		Closed	12/02/99
Banco Nacional de Angola	Corporate Bank	BNA/TC COLLATERAL A/C BANCO NACIONAL DE ANGOLA	DDA	38068266		Closed	10/24/96
Sonangol	Corporate Bank	SONANGOL-BLOCK 33	DDA	36155952		Closed	06/27/03
Sonangol	Corporate Bank	SONANGOL BLOCK 2	DDA	36195979	11/15/00	Closed	04/12/07
Sonangol	Corporate Bank	SONANGOL BLOCK 24	DDA	36166868		Closed	11/18/03
Sonangol	Corporate Bank	SONANGOL-BLOCK 31	DDA	36157173		Closed	06/27/03
Sonangol	Corporate Bank	SONANGOL-BLOCK 32	DDA	36157181		Closed	06/27/03
Sonangol	Corporate Bank	FUNDO DE PENSOES DA SONANGOL	DDA	38203869		Closed	06/19/03
Sonangol	Credit Cards	SONANGOL U S A COMPANY	Essentialbl business credit card	7187368243918818	8/30/99	Closed	10/23/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1516

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0608067546 GRID: F06

Republic National Bank of New York

A SAFRA BANK

452 Fifth Avenue
New York, New York 10018
(212) 525-5000

DEMAND DEPOSIT STATEMENT OF ACCOUNT

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BANCO NACIONAL DE ANGOLA
AVENIDA 4 DE FEVEREIRO, 181

ACCOUNT NUMBER:
STATEMENT CLOSING DATE 10/29/1999

VALUE DATE	AMOUNT US DOLLARS	TRANSACTION DESCRIPTION	YOUR REFERENCE	REPUBLIC REFERENCE	CUSTOMER REFERENCE
10/29/99	26,229.69 C	CHIPS-RECEIVE			
10/29/99	1,200,000.00 C	TRF-FROM CALL			
10/29/99	25.00 D	INTERNAL TRANS			
10/29/99	729.00 D	FED PAYMENT			
10/29/99	6,432.50 D	CHIPS PAYMENT			
10/29/99	75,000.00 D	FED PAYMENT			
10/29/99	197,100.00 D	FED PAYMENT			
10/29/99	209,603.00 D	INTERNAL TRAN			

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MEMBER F.D.I.C.

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1519

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HSBC

DEMAND DEPOSIT STATEMENT OF ACCOUNT PAGE 1

* MONTHLY STATEMENT *

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BANCO NACIONAL DE ANGOLA
AVENIDA 4 DE FEVEREIRO, 151
LUANDA, ANGOLA
ATTN: MRS. MARTA SILVA, SUB-DIRECTORA
336

ACCOUNT NUMBER:
STATEMENT CLOSING DATE 11/30/1999
OPENING BALANCE 332,639.80 AS OF 10/31/99
CLOSING BALANCE 284,554.34 BOOK
CLOSING BALANCE 284,554.34 AVAILABLE

VALUE DATE	AMOUNT US DOLLARS	TRANSACTION DESCRIPTION	YOUR REFERENCE	REPUBLIC REFERENCE	CUSTOMER REFERENCE
11/01/99	5,500,000.00 C	TRF FROM CALL			
11/01/99	25.00 D	INTERNAL TRANS			
11/01/99	24,085.00 D	CHIPS PAYMENT			
11/01/99	25,000.00 D	FED PAYMENT			
11/01/99	25,000.00 D	CHIPS PAYMENT			
11/01/99	25,000.00 D	INTERNAL TRANS			
11/01/99	29,998.11 D	INTERNAL TRANS			
11/01/99	36,051.07 D	INTERNAL TRANS			

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HSBC-PSI 033150

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11-651-000-1 Rev. 11/04

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FORM KYCFIG

HSBC Equator

KYC Profile - Financial Institutions

Institutional Client Name: Banco Nacional De Angola

A. General Information

Type of Client: ☑ Bank ☐ Non-Bank ☐ Branch ☐ Subsidiary

Street Address: Avenida 4 de Fevereiro, 151
C.P. 1243 Luanda, Angola
Telephone: (2442) 335988
Fax: (2442) 337817
Email: bna.gvb@ebonet.net

Date relationship commenced: Jun-82
If subsidiary, name of parent: N/A

Is the client or its parent traded on the exchange? ☐ Yes ☑ No
If so, which exchange? N/A

Is the client ownership in a State listed on the "Current Members of the Financial Action Task Force List?
(Refer to www.oecd.org/fatf for list of FATF countries) ☐ Yes ☑ No

If so, which? N/A

If client ownership is in a FATF State, but client location is not, does the parent have a group policy up to FATF standard and applied globally? Not Applicable ☐ Yes ☐ No

If FATF standards are not applied by the client, has additional due diligence been undertaken to ascertain and assess the client's internal policy on money laundering prevention and its know your customer procedures?
☑ Yes ☐ No

BNA works closely with HEQB and all transactional matters with due diligence promtly conducted.
If State owned, specify entity/agency through which owned:
Government of Angola based on ordinances, decrees, and decisions issued by the President and his ministers or through legislation produced by the National Assembly (230 seats).
Is the client's shareholders' equity USD25m or more? ☑ Yes ☐ No

HSBC-PSI 037275

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1520

Revised 10/01

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FORM KYCFIG

General comments regarding the types of financial services provided and the customer base of the financial institution:

Formulating and implementing monetary policies that conform with the governments economic objectives; achieving and maintaining economic stability in Angola; supervision of the Angola financial sector including Banks and Non-Banking activities: performing commercial banking activities when local banks, for whatever reason, are unable to accomplish the objectives of government.

B. Ownership/Management

1. Has the client been under the same ownership for the last 10 years? ☑ Yes ☐ No
2. List any large shareholders (10% or more, include percentages):

The Government of Angola owns 100% of BNA, its Central Bank.

3. Names of Corporate Officers (including titles):

Dr. Aguinaldo Jaime - Governor
Dra. Marta Pinto - Governor's Cabinet
Dra. Clotilde Mariano and Dr. Serrao de Veiga - Council of Consultors
Rui Miguens - Administration, Supervision of Banks
Dr. Hernani Santana - Legal Department
Mrs. Marilia Silva - Department of Reserves Management
Dr. Jorge Leao Peres - Department of Letters of Credit Issuance

4. Number of employees: 1000 approximately
5. Where is the client incorporated? Angola
   Year established: 26 September 1976 under the Bank of Angola Act 1976, amended occasionally with the most recent National Assembly law dated July 11, 1997 (copy on file)
6. Client's rank in country (asset based): Not applicable

HSBC-PSI 037276

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FORM KYCFIG

7. Number of branches and locations: Only 1 head office

8. a) List license type and year of issuance: Not applicable.

b) License examined: ☐ Yes ☑ No

Established by an Act of Government and operates thereunder so a license in not available.

9. Reporting agency(ies)/supervisory body(ies) in the country of operation:

BNA is the regulatory body for financial institutions in Angola and its performance and supervisory oversight is conducted by government through the Ministry of Finance within the Executive Branch and through the elected representatives of the people.

10. Is there any substantial shareholder(s) who may be able to influence the institution's actions in an inappropriate way? If so, please explain.

We think that BNA would not act inappropriately in carrying out its various missions.

11. Is there any legislation in place which requires bank shareholders to obtain the banking regulator's approval before they can become significant shareholders? ☑ Yes ☐ No

C. Financial Summary

Financial Statement Date:	Banco de Angola has not published accounts since December
Currency:	1997. Therefore, we cannot provide any useful information in this
USD Equivalent (Year end):	section. We mitigate the lack of financial information through tightly
Assets:	structured, transactional oriented, financing arrangements. Equally
Loans:	importantly, the HEQB team works very closely with the counterparties
Deposits:	including BNA officials. In this way, HEQB has been able to accurately
Shareholders equity:	assess the financial strengths and weakness over an extended time
Net Income:	period (20 years, approximately). The record is this respect evidences that other factors, when assessable, fully mitigate a lack of financials.

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FORM KYCFIG

D. Documentation Checklist

List of Authorised Signatories and/or Corporate Resolution: ☑ Yes ☐ No

Certified copy of Banking License (for High-Risk countries): ☐ Yes ☑ No not applicable

☐ Yes ☑ No

While there is no specific license to examine, we have copies of the Statute establishing the Bank

Latest accounts, audited by major firm:

no, for reasons noted above.

E. Client Visiting

Has the client been visited? ☑ Yes ☐ No

If yes,

Date: On many occasions by senior HEQB officers; daily by officers in Rep. Office

By whom: LdS, RKG, RTPA and many others

Call report on file? ☑ Yes ☐ No

If no,

Why not? _____

When is a visit planned? _____

F. Referral Information

How was the client introduced to HSBC Equator?

Solicited

By whom?

FHKennedy

Was the client recommended by anyone from HSBC, outside Institutional Banking? ☐ Yes ☑ No

If yes - by whom? _____

Is a Group Introduction Form or a KYC profile available? ☐ Yes ☑ No

HSBC-PSI 037278

Revised 10/01

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FORM KYCFIG

Banking References and Relationships (List 3):

As the Central Bank and in view of the longstanding relationship maintained to completely satisfactory standards with HEQB, the need for banking references is redundant. HEQB has used outside counsel in documenting our financing arrangement and, after a 20 plus year relationship between HEQB and BNA (very difficult years for Angola), we know BNA applies high standards and respects the same when it comes to services, products and staff of HEQB.

G. Transaction Activity

The Know Your Customer (KYC) policy requires a listing of the client's anticipated business activity with HSBC Equator. Please list:

Type of transactions (e.g. wire transfers FX etc)	Frequency	Volume/Value
Letters of Credit (advised or confirmed	45 to 50 per year	USD 35 - 40 million
Term Deposits	10 to 15 per year	USD 90 - 150million
Payments	50 to 60 per month	USD 300 - 400 million

The activity noted above reflects activity from May 2001 to April 2002. BNA intends to reduce its commercial banking business so activity is likely to fall in the future. In fact, it is possible that the activity will fall to near zero as BNA successful exits all commercial bank activity.

Will any other banks operate through this client's account, on a so-called "nested correspondent basis?" ☐ Yes ☑ No

If yes, has due diligence been undertaken on the other Banks? ☐ Yes ☐ No

Not Applicable

If yes, please discuss:

H. Operational Details

Term:	☑ call deposit	☑ term deposit		
Interest bearing?	☑ Yes	☐ No		
Call Rate %: (less)	Negotiable	Term Account Rate %:	negotiable	
Post interest to:	☑ this account	☐ Account Title & No.:		
Monthly Statements:	☐ No	☑ Yes, to:	attn: Foreign Operations	
		Statements are sealed and pouched to Luanda for hand delivery to BNA		
Account(s) to be opened:	☑ USD ☐ GBP	☐ EURO	☐ Other:	

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FORM KYCFIG

Approval Section

We have reviewed the information provided above in the context of HSBC Equator's KYC policy and "due diligence" criteria. Based on the following summary of reasons, we recommend this institution for banking business.

Summary of due diligence reasons: (profitability is not an appropriate due diligence reason)

BNA is the Central Bank of Angola and is 100% owned by the Angolan Government. BNA maintains active deposit relationships with other first class financial institutions around the world including Citibank, Barclays Bank plc and Standard Chartered Bank.

BNA is responsibly managed and is well regarded by its international correspondent banks.

Statement of Recommendation (To be signed by the Relationship Officer, Regional Leader and Head of Institutional Banking. For high-risk countries and "nested correspondent" activity, the additional signature of the CMO is required.)

This financial institution is hereby recommended as a potential client to the Bank and is not ☐ is ☑ classified as a "SCC" (if so, attach details to this form)

As a Central Bank, BNA is owned and controlled by the Angolan Government and the SCC classification is warrented if for no other reason than the lack of timely audited accounts for our review.

Signature: _____	LdS and RKG	Date: _____
Signature: _____	JFPeterson	Date: _____
Signature: _____	JPKearney	Date: _____
Signature: _____	RTPA	Date: _____

[redacted]

HSBC-PSI 037280

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[redacted] = Redacted by the Permanent Subcommittee on Investigations

24/07/02 – 14 : 50 :20 LocalSwiftAcks[redacted]

----------Instance Type and Transmission----------

Notification (Transmission) of Original sent to SWIFT .(ACK)
Network Delivery Status : Network Ack
Priority / Delivery : Normal
Message Input Reference : [redacted]BNANAOLUAXXX[redacted]

----------Message Header----------

Swift Input : FIN 199 Free Format Message
Sender : BNANAOLUXXX
BANCO NACIONAL DE ANGOLA
LUANDA AO
Receiver : EQBKRSNSXXX
EQUATOR BANK LIMITED NASSAU
NASSAU BS

----------Message Text----------

20 : Transaction Reference Number
095 / DCR / RC / 02
19 : Narrative
ATT :TREASURY OPERATIONS
WE REFER TO OUR DEPOSIT USD 62,425,753.10 VALUE
DATE 26 / 07 / 02 .
PLEASE SEND US CONFIRMATION OF RENEWAL FOR TWO WEEKS

BEST REGARDS
G. FRAGAO - CHEF DEALER

----------Message Trailer----------

(MAC :[redacted])
(CHK :[redacted])

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1522

ph44585 on D330-44585-7600 with DISTILLER
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05-AUG-02 18:00
From: david naranto To: Fax#2933013 Date: 8/4/2002 Time: 5:54:04 PM 002 Page 1 of 1

2-AUG-2002 17:29 DE:DOR 391430 P.1004420748612SS P:1

Dilitraq SW.-15 096/DOR/RC/02

24/07/02-14:50:20 LocalSwiftAcks [redacted]

---------- Instance Type and Transmission ----------
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : [redacted] 020724BNANAOLUAXXX [redacted]

---------- Message Header ----------
Swift Input : FIN 199 Free Format Message
Sender : BNANAOLUXXX
BANCO NACIONAL DE ANGOLA
LUANDA AO
Receiver : EQBKBSNSXXX
EQUATOR BANK LIMITED NASSAU
NASSAU BS

24/7 SWIFT/TELEX EXPEDIDOS

---------- Message Text ----------
20: Transaction Reference Number
[redacted]
79: Narrative
ATT: TREASURY OPERATIONS
WE REFER TO OUR DEPOSIT USD 62,425,753.10 VALUE
DATE 26/07/02.
PLEASE SEND US CONFIRMATION OF RENEWAL FOR TWO
WEEKS.
BEST REGARDS 24 7 02
G. FRAGAO - CHF DEALER

---------- Message Trailer ----------
(MAC:24E2C851)
(CHK:9A9B2350E0B6)

24 7 02 SWIFT
Aprovado
23/07/02

BNA a pedir a
Renovação do depósito a Hong Kong (HSBC Nassau)
no dia 26 de julho de 2002

ATT: DR. AMOUZOU
ROOM 415
Hotel Intercontinental

PSI-Heger-01-00282

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568402.856

FAX COVER

Message: Date : 8/5/2002

Dear Stanley,

I am faxing you this typed document, which we produced from our copy of the SWIFT documents. Some of the numbers were very hard to read, so we can not vouch it to be 100% correct. However, so you may better understand the documents, Banco National De Angola has a reserve account with HSBC in London. HSBC London advise the Angola government to protect their asset by opening an Offshore account on behalf of Banco Nacional De Angola in Bahamas (HSBC Nassau Branch). Banco Nacional De Angola deal directly with HSBC – London. This information is confidential as I mentioned in the above it was structure by HSBC –London. HSBC London which holds the money will buy the TB today and finalyze on Tuesday.

Take care and have a beautiful day

To: Stanley Wayland	From : David Naranjo
Company : Euro Amereican Investment	Company : MSA Inc.
Fax Number : 011448701357448	Fax Number : 619 293 3023
Pages including this cover page: 3	Subject : Typed Copy of Swift

WinFax PRO Cover Page

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1528

PSI-Heger-01-00279

ph44585 on D330-44585-7600 with DISTILLER

568402.857

MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

Sunday, August 04, 2002

VIA FAX

Mr. Stanley Wayland
President & Managing Director
European American Investment
257 Selegie Road, Selegie Complex,
Singapore

Dear Stanley,

I returned from London at about 5:00 pm California time and I am faxing you the confirmation from swift that Banco Nacional De Angola has $62,425,751.10 deposited into HSBC. I also am including the Letter of Authority from the Banco Nacional De Angola, authorizing MSA Inc. to use the $50M US Treasury Bill as collateral for the purpose of raising funds for reconstruction, infrastructure and development of the Angolan Economy.

The instruction has been giving to HSBC to purchase the $50M US Treasury Bills as soon as possible and I was assured it would be done on Monday and no later than Tuesday of this week in London. We need to know what are the instructions that you had given to Merrill Lynch London to receive the TB for that period of transaction. The quicker you provide the information the sooner it will be done.

Sincerely

Dr. Mehenou Amouzou
President & CEO MSA. Inc.

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FROM : HARVEST PHONE NO. : 65 6333 0769 Sep. 13 2002 12:38PM P2

07/23/02 TUE 10:58 FAX 619 293 3023 MSA INC TRADE INVESMENT P.01

CONTRACT NO. EAI/MSA/18/07/02

ASSET FUNDING, PRIVATE PLACEMENT PARTICIPATION & MANAGEMENT AGREEMENT

NAME : EURO-AMERICAN INVESTMENTS LLC.

ADDRESS : C/O 257 SELEGIE ROAD, # 04-291 D, SELEGIE COMPLEX,
SINGAPORE 188350.

REPRESENTED BY : STANLEY WAYLAND. Bsc

TITLE : DIRECTOR
PASSPORT : SOUTH AFRICAN NUMBER [redacted]
TELEPHONE : 0065-63388616
FAX : 0065-63330769
EMAIL: stanley@harvestdm.com

(hereinafter referred to as "Project Participant" or PP)

AND

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NAME : MSA INC.
COUNTRY OF INCORPORATION : Delaware, USA
CORPORATION IDENTIFICATION NO. TIN No. 33-0778594

ADDRESS : 826 Orange Avenue, Suite 151
Coronado, California, USA 92118

REPRESENTED BY: MR. MEHENOU S. AMOUZOU Ph.D
TITLE : PRESIDENT/CEO
PASSPORT : TOGOLESE PASSPORT NUMBER [redacted]
TELEPHONE: 619-293-3002 ; 619-778-6665
HOME PHONE: 619-293-7359
FAX : 619-293-3023
EMAIL: masinc2@earthlink.net

(hereinafter referred to as "Financial Participant" or FP)

Page 1 of 19 Initials of the Parties PP FP

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1535

PSI-Heger-01-00105

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CONTRACT NO. :EAI/MSA/18/07/02

This Project Participant and the Financial Participant shall herein sometimes be referred to as the 'Party' or "Parties".

TERM

The term of this Agreement shall be for an initial period of one (1) year and Five (5) days (or shorter in order that the capital asset is released and returned unencumbered within 5 banking days before the end of term as stated in this agreement, from the day the first investment in a Financial Program (see FINANCIAL PROGRAM below), which shall be agreed upon by both parties.

FINANCIAL PROGRAM

Financial Program shall be defined as any financial investment, which shall return above average returns and shall consist of, but not be limited to, the buying and selling of Bonds or Bank Instruments. Each financial investment shall be approved prior to the first investment being made for and on behalf of the Parties to this Agreement. Once such approval has been given by the Financial Participant the investment(s) shall inure for the term of this Agreement.

GENERAL REPRESENTATIONS

The Financial Participants is the beneficial owner of a USD 50.0 million **CASH DEPOSIT** which belongs to the Central Bank of Angola, Luanda, Republica de Angola and this cash deposit, is GOOD CLEAN AND CLEARED BANK FUNDS which was originally remitted to the Financial Participants account in the USA by Chibank NA , London , GB.

The funds have since been remitted by the Financial Participant from Bank of America in California back to the bank account of the Government of Angola which is at HSBC London , UK.

The Project Participant will open a bank account under the name of the Project Participant (Euro-American Investments LLC) at Merril Lynch London. The Project Participant will arrange for the purchase of a US

 Initials of the Parties PP FP

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CONTRACT NO. :EAU/MSA/18/07/02

Treasury Bill (T-Bill) and this T-Bill will be issued in the name of the Financial Participant to be held in the Project Participants account at Merril Lynch. A confirmation and receipt will be issued after the purchase of the T-Bill to the Financial Participant. This T-Bill in the name of the Financial Participant will be assigned by the Financial Participant to the Project Participant for the term of this agreement. .

The Financial Participant will instruct the Government of Angola to :-

---To instruct HSBC that they will receive a SWIFT from ML stating that their client , namely the Project Participant will immediately purchase a US Treasury (T-Bill) for value USD 50.0 million to be issued in the name of the Financial Participant, upon SWIFT confirmation of a conditional payment undertaking from HSBC London that they HSBC will remit the sum of USD $0.0 Million once the T-Bill has been purchased and HSBC London have received such confirmation from ML London..

---UPON receipt of the payment undertaking from HSBC the Project Participant will purchase a T-Bill in the name of the Financial Participant and Merril Lynch London will notify that the T-Bill has been purchased as above and is in the bank account of the Project Participant at ML (London);

---The Bank of Angola will authorize HSBC in advance to issue the payment undertaking to ML London after receipt by HSBC of the SWIFT from ML London stated above and HSBC are to authorize the immediate payment to be Sent by SWIFT upon receipt of the notification from ML London that the T-Bill has been purchased with a face value of USD 50.0 Million, which has been issued in the name of the Financial Participant.

The Project Participant will arrange a the margin credit facility utilizing the above mentioned T-Bill as collateral and undertakes to have made available a fund margin credit within 4 to 8 hours of confirmation that the T-Bill has been paid and the receipt of funds from HSBC London has been effected.

The Project Participant will use the margin credit for the implementation of a high yield investment program for and on behalf of the Financial Participant for a period with term One (1) year and (5) days, i.e. the full value of the margin credit amount which is approved will be used for and on behalf of the Financial Participant.

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CONTRACT NO. :EAI/MSA/18/07/02

The Assignment of the T-Bill by the Financial participant is for the full face value of the T-Bill and will be blocked as the collateral for the margin credit advance for the period of one year or the term of this agreement with the Project Participant as Assignee.

This margin account will be at Merril Lynch and the use of the funds is herein specified, in this **CONTRACT NO EAI/MSA/18/07/02** and the Financial Participant wishes to place the same and/or proceeds of the same in Financial Program (s), as set forth herein.

BANK CONFIRMATION PROCEDURES

1. The Project Participant will supply to the Financial Participant a written confirmation from Merril Lynch the T-Bill has been purchased and the funds from HSBC London have been received and that the T-Bill has been fully paid. The Financial Participant will also be issued with a receipt confirming the deposit of the T-Bill and that the T-Bill will be kept in safe keeping but returned at the end of the term of this agreement to HSBC London.

2. The Asset Management Company will issue a written confirmation that the funding credit is in a margin account in the name of the Project Participant and the principal will always be equal to the facility amount and / or instruments.

3. The Project Participant will return and undertakes to return the T-Bill, free of any liabilities, free of any encumbrances on a bank to bank basis, to HSBC London 5 days before the end of Term.

The Financial Participant has requested the assistance of the Project Participant to provide and manage the transaction(s) envisioned herein, and specifically warrants that no solicitation has taken place by the Project Participant or any of their accredited agents with regard to said placement or any related transaction(s). The Project Participant has the capacity to place the Line of Credit into Financial Program(s), through its own contacts and resources, and through third parties operating the same, know to the Project Participant.

It is hereby expressed and agreed that a portion of the Profits resulting from the efforts of the Parties, under the terms of this Agreement, shall be put to

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CONTRACT NO. IEAI/MSA/18/07/02

use in the funding of various humanitarian and/or economic projects in particular the reconstruction and development of the Angolan Economy and to rebuild Angola's infrastructure which the Parties are separately interested at the date of this Agreement.

The placement program will begin within 4 to 8 hours of the receipt of the cash transfer for the payment the T-Bill or upon the receipt of the T-Bill into the account of the Project Participant at Merril Lynch.

The rules as to Force Majuere propounded by the International Chamber of Commerce in Paris, France, latest edition, shall apply to this Agreement.

This Agreement may be signed and transmitted by facsimile in separated counterparts by different Parties hereto, which, taken together, shall comprise the total Agreement, and shall be binding upon the signatory Parties.

REPRESENTATIONS AND WARRANTIES OF PROJECT PARTICIPANT

The Project Participant represents and warrants.

1. That it has the relationships with one or more financial institutions that are capable of providing a Financial Program for Project financing in the amount of USD 50.0 million (Fifty Million United States Dollars) Against the Assignment of the T-Bill. and the confirmation that the T-Bill has been blocked , assigned to the Project Participant for the term of this agreement.

2. That it has the knowledge, relationships, ability to acquire the necessary Bank Instruments, and the financial strengths to operate and manage Financial Programs(s), and,

3. That it shall, be responsible for receiving and validating all required information and documentation from the Financial Participant, use its reasonable best efforts to place the fund margin credit received using the collateral from the Financial Participant with the objective of obtaining a Instrument Contract or Contracts for the purchase of Bonds or Bank Instruments. The Project Participant will also arrange for the re-purchase of these bonds or Bank Instruments.

 Initials of the Parties PP FP

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REPRESENTATIONS AND WARRANTIES OF FINANCIAL PARTICIPANT

The Financial Participant represents and warrants:

1. That it will make available to the Project Participant all details, information and documentation necessary for the Project Participant to receive the herein above stated collateral in the manner stated above, and,

2. That it shall act expeditiously and give all necessary instructions to banks or other parties or institutions to act expeditiously in accordance with Instructions given to them by the Project Participant,

2. That it shall supply immediately the proof of funds that the USD 50.0 Million which is in HSBC London, do all things and give all information necessary to complete the payment using the cash funds for the purchase of the T-Bill by having HSBC issue the payment undertaking to the Project Participant for the purchase of the T-Bill in the name of the Financial Participant,

3. To complete the assignment of the T-Bill to the Project Participant and to have the T-Bill blocked by way of assignment in favour of the Project Participant as assignee so that the margin credit can be activated by the Project Participant.

4. The Line of Credit , by way of a margin credit can then be activated once the T-Bill has been purchased and fully paid by HSBC and the Angolan Government for and on behalf of the Financial Participant, and to allow the parties operating the same to do so for the benefit of the Parties hereto; and,

   The Assets/Funds without claims or liens, have been freely assigned and of non-criminal origin, and,

5. That it shall, at all times, fully indemnify the Project Participant from all claims, costs, losses, and expenses, including but not limited to legal and court costs howsoever arising as a result of the negligence or otherwise of the Financial Participant in (respect of title, origin, and good order of the Assets, which form the subject of this Agreement.

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STRUCTURE OF PROFITS

All Profits from the Financial Program(s) shall be disbursed in the following manner:

1. Seventy Five (75%) Percent of the Profits which are due and payable to the Financial Participant shall be invested in Humanitarian Projects

5. Seventy Five Percent (75%) of all Profits which shall amount to a minimum of 100 % of the face value of the principal, which is USD 50.0 Million will accrue on a monthly basis and shall be immediately disbursed on a weekly basis to the Financial Participant and 25% of the Profits shall be immediately disbursed to the Project Participant.

   Pursuant to INSTRUCTIONS FOR DISBURSEMENT OF PROFITS, attached hereto and made a part of this Agreement; and, The funding of the project will be disbursed to build out the project (see project package, contained in CONTRACT NO. EAI/MSA/18/07/02 the payments of profits will be disbursed on weekly payment schedules.

3. All funds disbursed to the Parties hereto shall be through the use of Bonds or Financial Instruments via placement by the Project Participant in an offshore margin account in a securities firm for the use of the above mentioned parties.

PROCEDURES

Upon the execution of this Agreement by The Financial Participant and acceptance of this Agreement by Project Participant, the Parties hereto agree to the following procedures:

1. Project Participant shall, immediately after the signing of the agreement, issue a Letter of Intent to proceed after receipt of the Proof of Funds which are at HSBC London and shall set out a time line that shall from the receipt of the paid T-Bill which has been assigned to the Project Participant, and is in the Project Participants trading account at Merril Lynch

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CONTRACT NO. **IEAI/MSA/18/07/02**

2. The T-Bill is to be in the name of the the Financial Participant But in the trading account of the Project Participant at Merril Lynch. The Financial Participant shall immediately cooperate and comply with such requirements; and,

3. Financial Participant shall, immediately, conditionally assign the Collateral which is the T-Bill in a manner above designated by the Project Participant , so that the Project Participant is in a position to arrange the margin credit facility, as set forth above. The Financial Participant will receive from the Asset Securities Firm, this confirmation, conditional the T-Bill is assigned to the Project Participant as instructed above. This confirmation will be received after receipt of the payment for the T-Bill which the Project Participant has undertaken to purchase and a receipt of the deposit of the T-Bill will be issued to the Financial Participant,

This confirmation will also state that the T-Bill will be returned at the end of term unemcumbered , free of liens to HSBC London.

Immediately, hereafter, Financial Participant shall issue, directly to the Project Participant, a Deed of Assignment, in accordance with EXHIBIT A – DEED OF ASSIGNMENT, attached hereto and made a part of this Agreement; and,

4. Financial Participant shall, immediately, issue an acceptable Authorization, in accordance with EXHIBIT B – AUTHORIZATION BY SIGNATORY TO FUNDS; and,

5. Upon the actual funding or the Margin Credit arranged by the Project Participant which will be after the receipt of the Bank payment for the purchase of the T-Bill at ML London.. The Financial Participant shall issue a Deed of Assignment, assigning said Funding Advance to Project Participant's Trading Company for the purpose of entering the resulting funds into the Financial Program (s).

   Said Deed of Assignment shall be confirmed directly to the Project Participant, in writing, as well as to other banks and financial institutes participating in Financial Program(s), as described herein. The Deed of Assignment must be constructed as required by the Project Participant and the banks; and,

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5. Project Participant shall establish an Escrow Bank for the purposes of receiving and disbursing the Profits of the Financial Program(s) as set forth herein. The Project Participant in addition will open and establish a bank account in the name of the Financial Participant into which will be distributed 99 % of the share of profits due to the Financial Participant and also another separate bank account in the name of Dr Mehenou S Amouzou for his receipt of 1 % the share of profits due to the Financial Participant. Both the above banking accounts will be opened at Bank Crozier in Granada. This action will include the issuing of the Irrevocable Payment Disbursement Instructions to the Escrow Officer; and,

6. Upon completion of the above procedures, the Project Participant shall, immediately, initiate the contemplated transaction, commence the tranching of the Financial Program, and will, at all times, keep the Financial Participant properly informed, with full disclosure; and,

7. All Profits from all Financial Programs shall be deposited in said Escrow Bank Account and shall, be on a best efforts basis and will be immediately thereafter and without delays or offsets of any kind, and,

8. Project Participant shall, at the conclusion of each Tranche, provide Financial Participant with a Transaction Statement, setting forth the Tranche and the Profits derived from the Tranche and payment thereafter to the Bank Accounts nominated above by the Financial Participant.

TERMS AND CONDITIONS

1. **CONFIDENTIALITY** : It is strictly understood and agreed by the Parties hereto, and any Party hereinafter that the bank information and the commerce contemplated herein are of highly confidential nature.

   No party may disclose to any third Party entity, the Banking information and any other information or documents, which may fall under the terms and conditions of this Agreement and the transaction(s) contemplated herein.

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2. **NON-CIRCUMVENTION**: The individual contacts of each Party hereto are to be considered as propriety where initial introduction (s) to such contract (s) is or will be made and/or is will be involved.

No Party herein may circumvent the other(s) in any manner. Such information shall include but is not limited to the name(s), or any contact(s), bank(s), institution(s), corporation(s), organization(s), attorney(s), individual(s), or group(s) of individual(s), introduced by either of the party(s) hereto. Such identity shall remain confidential and privileged during the applicable transaction(s) and for the duration of this Agreement and three (3) years thereafter, and shall include any telephone number(s), address(s), telex number(s), etc. Such information is considered valuable work product and the property of the introducing party. Any claim controversy arising to any parts of this provision or the breach thereof, and which is not settled between with section 4. ARBITRATION, hereto. Judgment upon any award rendered by the Arbitrator shall be final and may be entered in any court having competent jurisdiction.

Any such judgement may include the award to the prevailing party plus all court cost(s) attorney's fees, and other charges as assessed by the Arbitrator.

4. **BINDING AGREEMENT** : This Agreement shall be binding upon and for the benefits of all Parties and their respective successors and assigns, either individually or collectively in so far as this undertaking contemplates proceeding for the Parties hereto, the surviving Party or Parties agree that the beneficiaries of the deceased party shall receive any and all proceeds that would have been earned by the deceased party under the terms and conditions of this Agreement. Further, all Parties acknowledge and agree that this Agreement does not constitute the creation of a taxable party or any partnership whatsoever.

Each of the Parties to this Agreement shall be individually responsible for making all required filing of income taxes, levies, import or export taxes or duties which might from time to time apply to this Agreement with the appropriate tax authorities in their country of domicile.

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The Parties hereby agree to indemnify each other and hold harmless each Party from any and all liability, damages, claims, judgments and causes of action arising out of and related to such tax or related obligations, payments and responsibilities or the like or equivalent which may result in a reduction of the amounts to be received as earnings, unless otherwise ordered by a competent court of law.

The Parties agree that there shall be no further obligation to any third party not directly associated with the Parties of this Agreement other than those obligations and/or liabilities outlined in this Agreement.

5. **ARBITRATION** : In the event of dispute concerning any aspects of this Agreement, including breach thereof with resulting damages of (the) another (other) Party (Parties); remedy shall first be sought by communication between Parties. If communication fails, then, the Parties agree that such disputes arising in connection with this Agreement shall be settled under the Rules of Conciliation and Arbitration of the London Arbitration Association or New York, by one (1) Arbitrator appointed in accordance with said Rules.

The place of Arbitration shall be London or New York and shall be binding on all Parties and any decision rendered in Arbitration may be entered as judgment in any court of competent jurisdiction.

5. **GOVERNING LAW** : This Agreement is a full recourse commercial contract under the laws of USA or UK and said forum shall be applicable law governing the construction, interpretation, execution, validity, enforceability, performance, and any other such matters in respect to this Agreement.

However, it is further understood and agreed to by all parties to this Agreement that section 4. ARBITRATION above shall supersede legal action this section 5. GOVERNING LAW, in the event of Arbitration.

6. **AUTHORITY** : This Agreement shall act as the senior instrument to all other agreements, and shall supersede all other agreements, oral or written. All additional business transactions engaged in between the Parties pursuant to this Agreement shall become addendum(s) to this Agreement, by reference hereto and shall refer to this Agreement as the senior instrument to all other Agreements. The junior or new

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contracts/agreements created in this fashion shall hold the same full authority force and effect of this senior instrument. Addendum(s) and/or new contract/agreements created in this fashion shall outlined the specifics of each business transaction including but not limited to banking fiduciary trust accounts, and transactional amounts, purchase contracts, payments methods, and any and all full information, relating to section 1. CONFIDENTIALITY, and any other pertinent information, which of necessity, must be included to further benefit this association between the Parties.

7. **SECURITY** : No Party may telephone, telefax, write, or attempt to communicate in any manner with any source introduced to the other Party (Parties), without express written consent of the proprietor Party, pursuant to section 2. NON-CIRCUMVENTION.

8. **ENTIRE AGREEMENT** : This Agreement revokes, discharges and supersedes all prior representations, warranties or agreement (written or oral) between the Parties concerning subject matter of this Agreement.

9. **AMENDMENTS** : This Agreement may be changed in whole or part by fully executed (signed by all Parties hereto) instruments as amendment(s) or addendum(s) with specific reference made to this instrument as the senior instrument.

10. **PARTIAL INVALIDITY**: In the event any portion of this Agreement, including amendment(s) or addendum(s) hereto, is held by court, tribunal, or arbitrator of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will never the less continue in full force and effect, without being impaired or invalidated in any way.

11. **INDEPENDENT REVIEW** : The Parties hereto acknowledges and agree that each has been given the opportunity to independently review this Agreement with legal counsel and financial advisor(s), and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof.

In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by

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any rule of interpretation providing for interpretation against the other party who causes the uncertainty to exist or against the draftsman.

12. **HEADING:** Paragraph headings have been inserted into this Agreement as a matter of convenience only, such paragraph headings are not part of this Agreement and shall not be used in the interpretation of this Agreement.

13. **TIME IS OF THE ESSENCE:** Time is hereby expressly made the essence with respect to each and every provision and condition of this Agreement.

14. **EXHIBIT:** All schedule(s), exhibit(s), addenda, to which reference is made herein after, shall be deemed to be incorporated herein.

15. **FURTHER ACTS:** Each Party to this Agreement agrees to perform any further acts and to execute and deliver any further documents that may reasonably be required to carry out the provisions and conditions of this Agreement.

16. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed as an original, but all of which taken shall constitute one and the same documents.

17. **TRANSACTION CODES :** All transactions shall have specific codes assigned to the herein and hereinafter contemplated business and/or transaction(s), and shall remain constant throughout the life of any given transaction, except as mutually agreed upon by the Parties hereto.

18. **LEGALITY OF FACSIMILE TRANSMISSION:** All electronically transmitted documents regarding any business transaction(s) pursuant to the commerce as herein or hereinafter contemplated, including these documents, shall hold the same force and effect as original(s). Notwithstanding, in due course, the original documents shall be forwarded to each Party for signature(s).

19. **CURRENCY:** Unless otherwise expressed by an addendum, all business shall be denominated in United States currency dollars.

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20. **INDEMNIFICATION:** Each Party hereto agrees to indemnify and hold each other harmless from actions, debts or liabilities caused or taken by them. Each Party shall be liable only for his own actions, debts or liabilities, except such business expenses as to be mutually shared and agreed to, and are specified by written agreement herein or hereinafter.

21. **NON-EXCLUSIVITY** : Each party hereto acknowledges that the other has interest and business, and that association is a non-exclusive association, and only relates to the commerce herein, and/or hereinafter, or as otherwise agreed to by the Parties in writing.

22. **ASSIGNMENTS(S):** No Party shall assign this Agreement or any future contracts or agreements, or any part thereof, without the written consent of the other Parties hereto.

23. **NOTICE:** All notices regarding this Agreement shall be in writing and sent to the Party to whom it is directed at the address set forth herein by :
a) personal delivery; or,
b) via express delivery service such as DHL or Federal Express:
or,
c) by telefax transmitted to the fax number set forth herein with hard copy thereafter delivered by method (a) or (b).

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SIGNATURES

This matter is confidential and shall be so considered and accepted by all concerned. A breach of this confidence shall constitute a breach of contract. In addition, all Parties acting as signatories are expressly authorized to sign and act in such capacity. The signatories hereby confirm that this is a legal document and having read and understood the above Agreement, the Parties identified below affix their respective signatures hereto and thereby acknowledge and accept the terms and conditions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS ASSET FUNDING, PRIVATE PLACEMENT PARTICIPATION & MANAGEMENT AS OF THE DATE OF ACCEPTANCE BY THE PROJECT PARTICIPANT.

FOR AND ON BEHALF OF EURO-AMERICAN INVESTMENTS LLC.
(PROJECT PARTICIPANT)

BY: DATE: 23rd July, 2002
1. MR. STANLEY WAYLAND

SIGNOR FOR (PROJECT PARTICIPANT)

WITNESS Margaret Lim

MSA INC.

BY: DATE: 23rd July, 2002
2. DR. MEHENOU S. AMOUZOU

SIGNOR FOR (FINANCIAL PARTICIPANT)

WITNESS

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EXHIBIT "A" DEED OF ASSIGNMENT

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EURO-AMERICAN INVESTMENTS LLC.

DEED OF ASSIGNMENT

KNOW ALL MEN BY THERE PRESENCE THAT DR. MEHENOU S. AMOUZOU, TOGOLESE PASSPORT NO: [redacted] WITH OWNERSHIP AND BENEFICIAL INTEREST OF THE ASSETS DESCRIBED HEREUNDER, HEREBY FREELY AND IRREVOCABLY ASSIGN TO EURO-AMERICAN INVESTMENTS LLC, WHOSE ADDRESS IS PROJECT PARTICIPANTS ("ASSIGNEE")

THE BELOW DESCRIBED ASSETS, SAID ASSETS SHALL BE AUTHORIZED TO ASSIGN, PLEDGE OR HYPOTHECATE THE ASSET DESCRIBED HEREIN DURING THE PERIOD OF ASSIGMENT, PROVIDED, HOWEVER, THAT ONE HUNDRED (100%) PERCENT OF THE PROCEEDS OBTAINED FROM SUCH ASSIGMENT, PLEDGE OR HYPOTHECATION SHALL BE PROVIDED TO ASSIGNOR AND PLACED INTO AN INVESTMENT PROGRAM. THE ASSIGMENT PERIOD SHALL BE ONE (1) YEAR AND FIVE (5) DAYS FROM THE DATE OF THIS DEED OF ASSIGMENT AS FURTHER SET FORTH BELOW. ASSIGNOR DOES HEREBY IRREVOCABLE CONVEY, ASSIGN, AND TRANSFER ALL RIGHTS, TITLE AND INTEREST IN THE ASSETS DESCRIBED HEREIN FOR THE APPOINTMENT AND ASSIGNMENT PERIOD.

THE SUBJECT ASSETS OF THIS DEED OF ASSIGNMENT ARE:

—THE FACILITY ADVANCE TO BE DERIVED FROM THE PURCHASE OF THE T-BILL WHICH WILL ARRANGED BY PROJECT PARTICIPANT, AFTER RECEIPT OF PAYMENT OR CONFIRMATION OF PAYMENT FROM HSBC LONDON IN THE TRADING ACCOUNT OF THE PROJECT PARTICIPANT.

—THE T-BILL IS BE REGISTERED IN THE NAME OF THE FINANCIAL PARTICIPANT, TO BE HELD IN SAFEKEEPING BY THE PROJECT PARTICIPANT AT MERRIL LYNCH AND ASSIGNED FOR THE LENGTH AND TERM OF THIS AGREEMENT TO THE PROJECT PARTICIAPNT.

 Initials of the Parties PP [signature], FP [signature]

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—THE USE OF THESE FUNDS IN PRIVATE PLACEMENT AS PER THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT NO. : EAI/MSA/18/07/02

—A SEPARATE ASSIGNMENT AGREEMENT WILL BE COMPLETED BY BOTH PARTIES AFTER THE SIGNING OF THIS AGREEMENT AND THIS AGREEMENT WILL BECOME PART OF THIS AGREEMENT.

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EXHIBIT B – AUTHORIZATION BY SIGNATORY TO FUNDS.

RESOLVED BY MSA INC. RELATING TO USE AND HYPOTHECATION OF THIS T-BILL AND/OR THE PLACEMENT OF ASSETS AND/OR FUNDING CREDIT FACILITY , WHICH ARE BELONGING TO MSA INC. TO BE PLACED IN A MARGIN ACCOUNT AND FROM THE T-BILL DERIVED FROM THE CASH ASSET CURRENTLY AT HSBC LONDON TO BE PLACED INTO INVESTMENT.

AGREE TO IMMEDIATELY UPON THE RECEIPT OF THE T-BILL TO AUTHORIZE THE AMOUNT UP TO USD 50.0 MILLION CREDIT TO BE USED BY EURO-AMERICAN INVESTMENTS LLC, IN A MARGIN ACCOUNT.

THE POWER OF ATTORNEY FOR DR. MEHENOU S. AMOUZOU, TO BE THE SOLE SIGNATORY REPRESENTING THE FINANCIAL PARTICIPANT TO BIND AND EXECUTE THIS CONTRACT IS ATTACHED TO AND PART OF CONTRACT **EAI/MSA/18/07/02**

IT WAS RESOLVED BY. ON 22 nd TH DAY OF JULY, 2002 THAT DR. MEHENOU S. AMOUZOU BE APPOINTED SOLE SIGNATORY FOR THE USE OF THE T-BILL WHICH WILL BE PURCHASED AND WHICH WILL BE IN THE ACCOUNT OF THE PROJECT PARTICIPANT WHICH IS AT MERRIL LYNCH NEW YORK.

DR MEHENOU IS ALSO AUTHORIZED TO ARRANGE FOR THE PAYMENT AND THE PURCHASE OF THE T-BILL USING THE FUNDS WHICH ARE AT HSBC LONDON, AND WHICH ARE CURRENTLY IN THE NAME OF THE GOVERNMENT OF ANGOLA.

DR. MEHENOU S. AMOUZOU IS HEREBY IRREVOCABLY AND UNCONDITIONALLY APPOINTED, EMPOWERED AND DULY AUTHORIZED BY MSA INC., TO PERFORM ANY AND ALL SIGNATORY FUNCTIONS IN FULL REPRESENTATION OF THE USE OF THE FUNDS. WITH REGARDS TO THE USE OF THE BELOW LISTED ASSET AND TO EMPOWER AND AUTHORIZE,
A HYPOTHECATION, ASSIGNMENT AND/OR INVESTMENT TRANSACTIONS. FURTHER, IS DULY AUTHORIZED AND EMPOWERED, IN HIS SOLE DISCRETION,

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TO EXECUTE ALL DOCUMENTS, TO RECEIVE AND DISBURSE PROFITS AND CARRY OUT, IN ACCORDANCE WITH PREVIOUS INSTRUCTIONS FROM THIS COMPANY, AND TO CARRY OUT SUCH FUNCTIONS AND DUTIES AS MAY BE SET FORTH FOR A HYPOTHECATION, ASSIGNMENT AND/OR AN INVESTMENT TRANSACTION ON BEHALF DR. MEHENOU S. AMOUZOU IS EMPOWERED TO ENTER INTO AND TO PERFORM ANY AND ALL FUNCTIONS IN FULL REPRESENTATION IN ALL ASPECTS OF THE ASSET FUNDING, PRIVATE PLACEMENT PARTICIPATION & MANAGEMENT AGREEMENT, AS SET FORTH IN CONTRACT NO. EAI/MSA/18/07/02 WITH EURO-AMERICAN INVESTMENTS LLC ANY AND ALL ACTIONS SET FORTH IN SAID AGREEMENT AND TO SIGN ALL DOCUMENTS AS REQUIRED PURSUANT TO SAID AGREEMENT, AND, FURTHER DR. MEHENOU S. AMOUZOU IS EMPOWERED TO ARRANGE FOR THE OPENING OF BANKING ACCOUNTS, IN THE NAME OF DR. MEHENOU S. AMOUZOU, AS SET FORTH IN SAID AGREEMENT, WHICH ACCOUNTS SHALL REQUIRE THE SIGNATURE OF DR. MEHENOU S. AMOUZOU AND THE UNDERSIGNED FOR RECEIPT AND DISBURSEMENT OF ALL PROCEEDS FROM SAID TRANSACTIONS.

FOR AND AS THE APPOINTED BENEFICIARY OF THE FUNDS OF USD 50.0 MILLION WHICH ARE CURRENTLY IN THE BANK ACCOUNT OF THE GOVERNMENT OF ANGOLA AT HSBC LONDON, DR. MEHENOU S. AMOUZOU, WILL INSTRUCT AND MAKE ARRANGEMENTS FOR ALL APPROVALS AND REQUIREMENTS AS CONTAINED AND ATTACHED IN AND PART OF THIS CONTRACT EAI/MSA/18/07/02

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THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (U.S.C. SECTION 1.ET.SEQ.) AND/OR THE 1958 CONVENTION OF THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARD 9 U.S.C. SECTION 201 ET. SEQ.

Non-Circumvention, Non-Disclosure, and Confidentiality Agreement
By and Between
Jan Morton Heger, Attorney at Law
Both Individually and/or Corporately
And
Stanley Wayland
Both Individually and or Corporately

1.) This is to confirm that each of the named signatories separately and individually, and their associates, hereby agree that he/she or his/her Corporation, divisions, subsidiaries, employees, agents, or consultants will not make any contact with, deal with, or otherwise involve any transaction with any banking or lending institutions, trusts, corporate or individuals, lenders or borrowers, buyers or sellers introduced by another of the signatories, separately or individually, and their associates without the permission of the introducing signatory (signatories). This Agreement is also effective for the signatories, heirs, assigns, and designees.

2.) By signing below and execution of this Agreement, each of the named signatories, separately and individually and their associates confirm that any corporation, organization, firm, company or individual of which the signer is party to, member of, principal agent for, employee, or otherwise would benefit financially from an association, is bound by this Agreement.

3.) This Agreement is a perpetuating agreement for five (5) years from the date affixed below, and is to be applied to any and all transactions entertained by the signatories, including subsequent follow-up, repeat, extended, or renegotiated transaction(s), as well as to the initial transaction-regardless of the success of the project. The signatories hereby confirm that the identities, bank(s), lending institutions, corporations, individuals, and/or trusts, lenders or borrowers, buyers or sellers are currently the property of the introducing signatories and shall remain so for the duration of this agreement.

4.) Any controversy or claim arising out of or relation to this Agreement, or breach thereof, and which is not settled between the signatories themselves, shall be settled by arbitration in accordance with the above statutes with hearings to take place in the County of Orange, State of California, United States of America, in any court having jurisdiction thereof, including the award to the aggrieved signatory (signatories), their heirs, assignees, and designees, for the total enumeration received as a result of business conducted with the parties covered by this Agreement, plus all court costs, attorney fees, and other charges and damages deemed fair by the Arbitrator(s).

5.) The signatories hereby agree to keep completely confidential the names of any banks, lending institution, corporations, organization, individuals, or groups of individuals,

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lenders, or borrowers, buyers or sellers, introduced by any of the named signatories or their associates. Such identity shall remain confidential during the applicable transaction(s) and during the duration of this Agreement, and shall include any telephone numbers, facsimile numbers, telex numbers, E-Mail addresses, physical or post office addresses, transaction codes or numbers, bank addresses or ABA or wire transfer numbers, et al. Such information is considered the property of the introducing signatory (signatories) and I/we hereby agree individually and separately, to discuss the same among ourselves for determination as to what shall be disclosed and what procedure to use. Any controversy or claim arising out of, or relating to any part of this provision, or breach thereof, and which is not settled between the signatories themselves, shall be settled by arbitration in accordance with the above statutes with hearings to take place in the County of Orange, State of California, United States of America, in any court having jurisdiction thereof, including the award to the aggrieved signatory (signatories), their heirs, assignees, and designees, for the total enumeration received as a result of business conducted with the parties covered by this Agreement, plus all court costs, attorney fees, and other charges and damages deemed fair by the Arbitrator(s).

6.) It is understood that this agreement is the reciprocal one between the signatories concerning their privileged information and contacts.

7) Pursuant to the President of the United States of America having signed H.R. 3723 on October 11, 1996, this transaction and any others to follow are protected since corporations now have the right to declare their contracts, clients, internal procedures, information and the transactions they engage in as a corporate or trade secret, fully protected under the Economic and Industrial Espionage Laws of the United States of America and the International Economic Community. Inasmuch, the names, identities, bank coordinates and other identifying information of persons or entities that are party to this transaction, contained herein, or learned hereafter, shall be an Individual and/or Corporate Trade Secret that shall not be disseminated other than as provided for herein, or as allowed under applicable law. Any unauthorized disclosure of this transaction, parties to, or other material fact of, shall subject the violator to criminal prosecution.

8.) It is also understood that a signatory cannot be considered or adjudged to be in violation of this Agreement when the violation is due to a situation beyond his control; some examples being Acts of God, civil disturbances, theft, or another's connections or associates having prior knowledge or possession of privileged information or contract(s) without the intervention or assistance of the signatory. Essentially, the spirit of this Agreement is one of mutual trust and confidence and reliance upon each other to what is fair and equitable.

This facsimile agreement and/or original, and signatures, will serve as originals and is dated this 3rd day of December, 2001.

ACKNOWLEDGED, AGREED, & ACCEPTED

Jan Morton Heger
USA Passport: [redacted]
12/3/01

Stanley Wayland
[redacted] Passport#: South African
3rd December, 2001.

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Euro-American Investments, LLC
29402 Castle Road
Laguna Niguel, California 92677
Phone: 949-249-9170 Fax: 949-249-9171
Email: heger@compuserve.com

August 11, 2002

INFORMATION SUMMARY

In accordance with the Federal Commission Circular of December 1995, the following information must be supplied for purposes of verification of identity and activities of the client and the nature and the origin of the funds that are to be utilized. All parties have an obligation to respect professionally secrecy and take all appropriate precautions to protect the confidentiality of the information each holds in respect of the other's activities. This legal obligation shall remain in full force and effect at all times.

1. Amount of Funds to be utilized: Fifty Million USDollars ($50,000,000.00) in the form of United States Treasuries.

2. Name of non-individual client: Euro-American Investments

   a.) Jurisdiction in which formed: Carson City, Nevada

   b.) Date of Formations : December 3rd, 2001

   c.) Charter/Registration Number: LLC13087 2001

   d.) Legal form of the entity : Limited-Liability Company

   e.) Registered Office Address : 711 S. Carson Street, Suite 4
   Carson City, Nevada 89701

   f.) Registered Agent for Service: Sandra Miller
   711 S. Carson Street, Suite 4
   Carson City, Nevada 89701
   Phone: 775-882-0724
   Fax : 775-882-6818
   Email:

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g.) Head Administrative Office : 29402 Castle Road
Laguna Niguel, CA 92677
Phone: 949-249-9170
Fax : 949-249-9171
Email: euroamerican@cox.net

Name of Senior Officer:Jan Morton Heger, CEO, Managing Member/Director
Email: euroamerican@cox.net

h.) Names and Addresses of all Members of the LLC
See attachment 1

i.) Name and addresses of all owners/beneficiaries
See attachment 2

[redacted] = Redacted by the Permanent Subcommittee on Investigations

j.) Description of describing Business activities
See attachment 3

4.) Name of Authorized Signatory : Jan Morton Heger, Director & CEO
Nationality : United States Citizen
Passport Number : [redacted]
Date of Issue : 22 APR 98
Date of Expiration : 21 APR 08
Date of Birth : 11-25-42
Place of Birth : Lincoln, Nebraska
Home Address : 29402 Castle Road
Laguna Niguel, CA 92677
Phone: 949-249-9170
Legal Domicile : California, USA
Occupation : Attorney at Law
Place of Employment : Law Offices of Jan Morton Heger
Address : Same as home above
Phone : Same as home above
Fax: Same as home above

o.) See attached: Corporate Resolution single signatory Account etc.

5. Legal Advisor: Law Offices of Jan Morton Heger
29402 Castle Road
Laguna Niguel, CA 92677
Ph: 949-249-9170 Fax: 949-249-9171

Registered Offices
711 South Carson Street, Suite 4
Carson City, Nevada 89701

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6.) Bank Funds Location

Name	: **Wells Fargo Bank**
Address	: 260 Ocean Avenue, Laguna Beach CA 92651
Account Name	: **Jan M. Heger** Wells Fargo Investments, Private Client Services Members of the New York Stock Exchange
Securities Account Number	: W41477598
Account Signatory	: **Jan M. Heger**
Bank Officer Name	: **Fowzia Temori**, Assistant Vice President Personal Banking Manager
Phone:	: 949-376-1788
Fax	: 949-497-6791
SWIFT	[redacted]
Routing No.	:N/A with the above listed account however ABA# [redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

7.) Source of wealth **See Attached 4**

8.) Financial Summary of Euro-American Investments LLC (EAI)

a.) Assets Approx	: $5,000.00 EAI
b.) Liabilities	: $ 00.00 EAI
c.) Net Worth	: $5,000.00 EAI
d.) Income EAI	: $150,000.00 (EAI since inception)
d1.) Income (Law Offices)	: $150,000.00 approx per year – Law Offices Jan Morton Heger (approx income).

9.) 3 year History of Funds **See Attachment 5**

10.) Funds are free and clear of any liens or attachments

11.) No other major banking relationships

I hereby confirm and verify that I, Jan Morton Heger, am the sole authorized signatory, have the full authority with regard to the Funds as set forth herein, to execute any and all contracts and/or agreements relating to any Cash or Asset Management Programs, and any Bank Custody Agreements.

I hereby verify and affirm that the above statements are true and correct to the best of my knowledge and belief.

JAN MORTON HEGER, CEO
Euro-American Investments LLC
USA Passport# [redacted]

Witness:
Barbara J. Heger

Registered Offices
711 South Carson Street, Suite 4
Carson City, Nevada 89701

PSI-Heger-01-0061

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ATTACHMENT NUMBER ONE (1) AND NUMBER (2)

NAMES AND ADDRESSES OF ALL MEMBERS
EURO-AMERICAN INVESTMENTS LLC

Number 1

Jan Morton Heger, Managing Member/Director
29402 Castle Road
Laguna Niguel, California USA 92677

Stanley Wayland, Director
257 Selegie Road, #04-291 D
Selegie Complex
Singapore 188350

Charles William Webster, Director
7 Walnut Grove Crick
Gwent, NP26 5UX
United Kingdom

Names of Owners/Beneficiaries of Euro-American Investments LLC

Number 2

Jan Morton Heger, Owner/Managing Member/Beneficiary

Stanley Wayland, Member/Beneficiary

Charles Webster, Member/Beneficiary

ALSO SEE ATTACHED LETTER
RE: THE NATION STATE OF ANGOLA
&
CENTRAL BANK OF ANGOLA
Written By
JAN MORTON HEGER, Attorney at Law

Registered Offices
711 South Carson Street, Suite 4
Carson City, Nevada 89701

PSI-Heger-01-0062

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ATTACHEMENT THREE (3)

DESCRIPTION OF BUSINESS ACTIVITIES

Euro-American Investment was founded and formed by Jan Morton Heger, Attorney at Law, for the primary purpose of:

Legal consulting, world wide investments, including but not limited to, Real Estate, Precious Metals, Debt Instruments, Oil and Gas Reserves & Property, Marketing Products (such as Heavy Machinery) and/or other various opportunities that have been presented such as these very funds as have been received from the **Angolan Government, Central Bank of Angola.**

Registered Offices
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Carson City, Nevada 89701

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ATTACHMENT FOUR (4)

SOURCE OF WEALTH

*****SEE ATTACHED LETTER*****
by
JAN MORTON HEGER
Attorney at Law

RE:

THE NATION OF ANGOLA
&
THE CENTRAL BANK OF ANGOLA

Summary

These funds were received from the Central Bank of Angola for and on behalf of the Angolan Government to manage these funds and for Euro-American Investments to generate a profit, monitor and invest in Angola for the support the people of Angola both with regard to the infrastructure of Angola, food, health, welfare, social services, low cost housing, medical care, aids et.al

Registered Offices
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Carson City, Nevada 89701

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HISTORY OF FUNDS

THE FUNDS HAVE BEEN EARNED THROUGH THE SALE OF ANOLA'S NATURAL RESOURCES WITH INCLUDE OIL, DIAMONDS. GAS AND GOLD ETC.

Registered Offices
711 South Carson Street, Suite 4
Carson City, Nevada 89701

PSI-Heger-01-0065

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EURO AMERICAN INVESTMENTS LLC

MEMO

To:	Mr. Jan Morton Heger CEO/DIRECTOR	From:	Stanley Wayland 0065 6333 0769
Fax:	012-1-208-474-0448	Pages:	2 + 1
Phone:	013 – 1 949-249-9170	Date:	19 August, 2002
Re:	AGREEMENT – ANGOLA	Cc.:	

Dear Jan

I read your memorandum addressed to myself and to Charles Webster. I hope you are not forgetting the agreement I had with you.

1. **CHARLES WEBSTER**

   I told you I do not want to have anything to do with Charles Webster as I just have bad gut feeling, which says, "stay away".

2. **JAN HEGER**

   I told you I would like to work with you and when it was decided to use Euro-American Investments, LLC for the Angolan money, which is the customer I have brought to the table, it would be on a basis that I would deal with Jan Heger in the capacity that Charles Webster do not exist.

3. **PROFITS**

   The deal I have put together with the Angolans is that they get 75% profits and EAI gets 25%. I also stated that if you want to leave it with EAI, this means 50% to Stanley Wayland and 50% to Jan Heger.

4. **SHARING OF PROFITS WITH CHARLES WEBSTER**

   I stated that if you wanted to include Charles Webster, it would be from your side, i.e. out of your 50% of the profits.

   I hope this is still the agreement because this is what we agreed.

Singapore Office : 257 Selegie Road,
 # 04-291/293D Selegie Complex, Singapore 188350
Tel: 0065 6338 8616 Fax: 0065 6333 0769

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1539

PSI-Heger-01-00252

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Jan Morton Heger Esq.

From: "Euro-American Investments LLC" <euroamerican@cox.net>
To: "Lena" <lleong@harvestdm.com>; "Stanley Wayland" <stanley@harvestdm.com>
Sent: Wednesday, July 31, 2002 10:38 AM
Attach: 29 July, 2002.efx
Subject: 50m ANGOLA

Stanley: ATTACHED FOR YOUR EYES ONLY AND NOT TO BE FURTHER DISTRIBUTED

Here is the confidential agreement for your eyes only with regard to the payment of fees that I said would be negotiated. They would only agree to a reduction to 3% should the program fail to return what is set forth in the master.

I do hope that all is sent to me as indicated. So far so good they will hold it for us but we do not have time to waste.

Jan

the attached file was created with eFax Messenger Plus, a free program available from eFax.com. You can view it with the free eFax Messenger. Both are available at http://www.efax.com.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1542

8/19/2002
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Private and Confidential Agreement

Re: Private Placement Program/Amended Payment Instruction
Transaction Code: EAI/MSA/18/07/02-JH
Face Amount: 50Million USDollars

AGREEMENT
(Amending Payment Instructions)

NOW THEREFORE, for valuable consideration of which is hereby acknowledged as received the parties defined as intermediaries in that certain Payment Instruction dated July 18, 2002 by and between Jan Morton Heger, Euro-American Investments LLC and VH3 Holdings LLC is hereby amended as follows:

1.) It has been represented by Dianne Conners, both individually and as part of VH3 Holdings LLC that the returns on Fifty Million USDollars ($50,000,000.00) to be invested by Euro-American Investments LLC is and shall be a Three Hundred Percent (300%) per month. Based on this representation Euro-American Investments has agreed to pay Seven Percent (7%) of the profits to any and all intermediaries to VH3 Holdings LLC, as paymaster for any and all intermediaries as evidenced by that certain Payment Instruction dated July 18th, 2002.

2.) Should the returns not be as represented and/or become One Hundred Fifty Percent (150%) per month or less, the parties hereto unconditionally and irrevocably agree and amend, the Payment Instruction and further accept, and acknowledge that Euro-American Investments shall not be required to pay Seven Percent (7%) but shall pay a fee in the sum of Three Percent (3%) of the profits to VH3 Holdings LLC as paymaster for any and all intermediaries.

3.) This amendment reducing Euro-American Investments obligations to Three Percent (3%) will only occur if the program itself fails to return at minimum of Three Hundred Percent per month and no reduction shall occur if returns are reduced through no fault of the program but as a result of any required reduction by a United States Federal regulatory agency.

This private confidential agreement and private treaty amending the payment instructions shall be construed according to United States laws and those of Great Britain.

Dianne Conners Dated: 7/29/02
VH3 Holdings, LLC

Jan Morton Heger Dated: 7/29/02
Euro-American Investments LLC

PSI-Heger-01-00304

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826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

July 17, 2000

Dr. Aguinaldo Jaime
Governor of Angola Central Bank
Luanda Angola

Dear Dr. Jamie:

As always, it was a pleasure talking to you yesterday. I am happy to inform you that there are two solutions to the time element associated with transfer of the 50 million dollars into MSA Inc. bank account for the funding process.

The first solution would be to purchase a one-year US Treasury Bond (T-Bill), with no conditions attached, and allocate it to MSA Inc. The T-Bill would be deposited in an account with a brokerage firm, preferably, Merrill Lynch. This process will take approximately two to three days. At the end of the Contract, MSA Inc would either return the T-Bill to HSBC or cash the T-Bill and send the funds directly to HSBC. This solution is guaranteed and is ready to begin.

The second solution involves a Group based in London that works with two prime Banks, one in Zurich and the other in Germany. The Group has informed the Banks that MSA Inc. would be their client and the country MSA Inc. represents needs serious economic and social assistance. We are waiting for a response from the Banks no later than Friday morning, July 19, 2002. If we receive a positive response by Friday morning, we could travel Monday July 22, 2002 and arrive in Europe on Tuesday. I will confirm the schedule when I receive the response on Friday morning.

Both solutions are acceptable to initiate the transaction process and could be done immediately, thus eliminating the two weeks waiting period required for the standard clearance process.

Sincerely,

Dr. Mehenou Amouzou
President & CEO
MSA Inc.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1544

PSI-Amouzou-11-0896

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MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

July 22, 2002

Dr. Aguinaldo Jaime
Governor of Central Bank
Of Angola

Dear Dr. Jamie,

I look forward to talking to you soon so that I can explain the new developments to you. I have just receive a phone call from Mr. Stanley Wayland the Chairman and Principal of Euro-American Investment LLC and he has just informed me that it will be no problem for him to arrange for all of our transaction to take place in London.

I will be receiving the final contract documents from him no later than tomorrow and upon me signing and faxing them back to him, he will than start making the arrangements with your permission, HSBC and Merrill Lynch for the transfer of the 50M into US Treasury Bills in a timely manner in London instead of New York (no more than 48 hours to complete).

He also will be faxing me detail instruction of all the procedures we will have to take to finalize this transaction. He also advise me that he would like to expedite this matter so that it can be completed this week, that way we can have money generating for the month of July and also that way we will be able to take advantage of the month of August as August tends to be slow because of all the holidays in that month.

In the letter I faxed to you today, I mention his qualification and I am glad to report to you that he is the most qualified trader I have talked to since being involved in these types of matters.

Please be advised that I instructed Bank of America to send the interest of the 50M to The Banco Nacional De Angola; please let me know if it was received.

Sincerely

Dr Mehenou S. Amouzou
President & CEO MSA Inc.
Cc: MSA Inc. file..

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1547

PSI-Amouzou-11-0895

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INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

July 24, 2002

Dr. Aguinaldo Jaime
Governor of Central Bank
Of Angola

Dear Dr. Jamie,

As always it is a pleasure to communicate with you. I would like to let you know that our funding partner Mr. Stanley Wayland shares similar philosophy as you and I in regards to helping uplift the people in Africa. He is very excited and committed to advance our humanitarian projects in Angola, as it would be a stepping-stone and a model to duplicate in other African countries and for that matter in other third world countries.

In all the years he has been trading and observing the Monetary Funds and World Bank, he has never seen such a logical and well structure plan as our Humanitarian project. Its simplicity and economic principles will create a more balanced society wherever it is implemented. He believes as us that this would be a big step into conquering the sickness and poverty that is prevalent in our Africa.

His philosophy and commitment enforced my feeling we have picked the right Group. Upon receiving our final investigative report on him and his group two days ago, we went ahead and signed the funding contract with him yesterday. We are now ready to go.

I will still be staying in the same hotel and my arriving date will be on Tuesday, July 30, 2002.

Sincerely,

Dr. Mehenou Amouzou
President

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1548

PSI-Amouzou-11-0173

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MSA INC
INVESTMENT • TRADE • MANAGEMENT
826 Orange Ave. • Suite 151 • Coronado, CA 92118
(619) 293-3002 • Fax (619) 293-3023

September 2, 2002

Dr. Aguinaldo Jaime
Governor of the Central Bank of
Angola

Dear Dr. Jaime,

As always it was a pleasure talking to you. We are very anxious to get started on developing the infrastructure of Angola, and our team has been preparing an outline of our objectives, goals and scheduling to start the humanitarian projects we have been planning for many years.

Upon the first funding I will be scheduling my advance team to spend time in Angola with your designated government officials to complete the start-up of the different projects as they will require the necessary information (maps, permits etc.) to schedule the move on of equipment and contractors.

I am including a draft of the outline. Please be advised that we are not limited to this outline and will take any and all recommendation you or your advisors might suggest for inclusion and expansion of the projects.

Our Research and Development department has identified many new products and technology which will reduce cost and increase efficiencies, such as building products, landmine removal, and waste and water treatment. Also, we anticipate a very large work force will be required and plan is to utilize as many Angolans as possible. We will be setting up vocational schools and training for those people who have limited skills. We believe that a large portion of the population can eventually be put to work not only in the building aspect but also in the administration of those facilities and services which will be on going.

Please be advised that I have been informed by the Stanley Wayland (Group) that we have been approved by the US Government for our Humanitarian Project for Angola. I have a copy of that approval which is from the highest level of the US Government and upon our visit this coming week I will show it to you.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1548

PSI-Amouzou-08-0259

09/10/02 SUN 17:35 FAX 619 2 002

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He also mentioned that any orders or requests you make to HSBC or any BANK in regards to our projects, (electronic transfer, T- Bills etc.) and they fail to accomplish it within in 24 hours, they will be visited by the appropriate US Government representative immediately after those 24 hours to question why they are not complying with your request. Should you wish to put this pressure on HSBC or any BANK it will require that you fax to us a copy of any such request to said Bank, so that the Stanley Wayland (Group) can inform those contacts in the US Government to be aware and ready to follow through in expediting your request? The highest level of the US Government has become aware of our problems with these banks and is committed to help us expedite the process so that we can start funding for the project.

Also please be advised that the US Treasury has advised the Stanley Wayland (Group) that they would like to appoint MSA Inc. as the Liaison between Africa and the US Treasury.

Best Regards

Dr. Mehenou Amouzou
President

PSI-Amouzou-08-0260
08/01/02 SUN 17:35 FAX 619 293 3023 MSA INC TRADE INVESTMENT 003

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INSTRUCTIONS TO ANGOLA GOVERNMENT

1. **PROOF OF FUNDS**

The Angola Government must instruct HSBC to issue a Proof of Funds Confirmation that US$50 million, has been allocated and must be made available in terms of the agreement between MSA Inc., represented by Dr. Mehenou S. Amouzou and the Angolan Government.

Please note that this can be in a Account Statement printout with a Letter from the Angola Government stating US$50.0 million has been made available to MSA Inc., for a period of 13 months.

2. **T-BILL**

Angola Government must notify HSBC that they have authorized the payment of US$50 million be paid to Merrill Lynch for the purchase of a T-Bill which will be issued in the name of MSA Inc and HSBC will be required to confirm this to Merrill Lynch.

3. **MERRILL LYNCH**

Merrill Lynch will send a SWIFT to HSBC London stating that they have been instructed by their client EAI, to contact HSBC London to verify that HSBC will remit US$50 million for the purchase of a T-Bill to be issued in the name of MSA Inc.

HSBC London upon receipt of this SWIFT from Merrill Lynch are to issue a conditional payment undertaking to Merrill Lynch that when the T-Bill has been purchased by EAI in the name of MSA Inc that they, HSBC London, will within 4 hours remit the amount of US$50 million to Merrill Lynch London, for the payment of the T-Bill upon receipt of this confirmation from Merrill Lynch.

4. **MERRILL LYNCH'S CONFIRMATION**

Merrill Lynch upon receipt of the T-Bill which has been issued in the name of MSA Inc. will confirm to HSBC that they have received the funds for the T-Bill which has been purchased in the name of MSA Inc. and that this T-Bill will be held and deposited in a Merrill Lynch account and Merrill Lynch will return the T-Bill to HSBC London, within 13 months to the account of the Payor of the funds, i.e. Angola Government account at HSBC London or to the account from which the US$50.0 million originated in the first instance.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1549

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PLEASE NOTE:

There is no need to notify HSBC London of any other aspects of the Agreement or the terms of the agreement between MSA Inc., EAI or the Angolan Government, of why the Angola Government is purchasing T-Bill under the name of MSA Inc and there is no need to notify HSBC London other than the fact that the T-Bill will be held at Merrill Lynch for a period of 13 months and will be returned to the Angola Government bank account at HSBC London, for safekeeping within 13 months.

Please make sure that the Angola Government authorizes these instructions and notifies HSBC London of these requirements.

There is no reason whatsoever for HSBC to know anything more than the fact that the US$50 million has been used for the purchase of T-Bill.

Prepared By:

_____
Stanley Wayland
Director
Euro-American Investments, LLC

240702

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BANCO NACIONAL DE ANGOLA

GOVERNO DO BANCO

FROM: THE GOVERNOR OF BNA - BANCO NACIONAL DE ANGOLA (THE CENTRAL BANK OF ANGOLA)

TO: EURO - AMERICAN INVESTMENT LLC.

LETTER OF AUTHORITY

This is to certify that BNA – Banco Nacional de Angola, the Central Bank of Angola, will supply, on behalf of the Angolan Government, a Fifty Million American Dollar Treasury Bill to be used as collateral by MSA Inc, whose headquarters are at 626, Orange Avenue, Suite 151, Coronado, CA 92118, for the purpose to raise funds to finance the reconstruction, infrastructure and development of the Angolan economy.

Luanda, 2nd of August of 2002

The Governor of BNA

Dr. Aguinaldo Jaime

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1551

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Euro-American Investments, LLC
29402 Castle Road
Laguna Niguel, California 92677
Phone: 949-249-9170 Fax: 949-249-9171
Email: heger@compuserve.com

August 6, 2002

Secretary Paul O'Neil
USTreasury Department Via Fax: 202-622-2151
and
Scott Delise, Director
State Department, Bureau of African Affairs Via Fax: 202-647-5007

RE: Sovereign State of Angola's Funds

Gentlemen:

The Sovereign Nation of Angola and the Banco Nacional De Angola (The Central Bank of Angola) has in their Treasury the sum of approximately One to Three Hundred Million USDollars which they would like to place at minimum Fifty Million USDollars into a private corporation here in the United States of America. This Private Company's name is Euro-American Investments LLC which is controlled and operated by the undersigned, Jan Morton Heger, with the assistance of two (2) other Directors. The Sovereign Nation of Angola **has contracted** with Euro-American Investments and desires to use these funds and any profits that could be generated from the above-named private company's use to support the infrastructure of the State of Angola with regard to Education, Health and Welfare, Food, Low Cost Housing for the poor, Aids Treatment, et. al. A Fifty One (51) year old, well established US Charitable Organization, **has agreed** to and will use earnings generated from the use of these funds by Euro-American Investments for humanitarian aid to Angola, quality Health and Welfare, Education, Food, Low Cost Housing. Economic infrastructure, and/or other quality humanitarian matters as may be determined by them and monitored by us thus assuring these funds are in fact used for legitimate humanitarian purposes.

As a result of the undersigned contracting for and being granted by the Angolan Central Bank, the Government of Angola the duties and the rights to accomplish this task we at Euro-American Investments have some questions and requests which we would sincerely appreciate would be answered at your earliest convenience so that this matter could proceed and would not conflict with any current policies or rulings as may be issued USTreasury, the State Department and/or any other agency of the US Government:

1) Does the United States of America and/or USTreasury have any objection and/or restrictions with regard to Euro-American Investments, a US private Company's use of these funds currently for the purposes as is stated herein between the Government of Angola and generally identified above?

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1552

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Page Two:

2) Do we need any special authorization or clearances from USTreasury, the Department of State and/or any other agencies in order to proceed to accomplish the above mentioned goals?

We most certainly desire to abide by any directives or rulings the US Government may have and thus it is respectfully requested by Euro-American Investments LLC that your prompt attention be directed to this matter and that if any **clearances and/or authorizations are deemed necessary that they be appropriately obtained.**

Thank you for your anticipated cooperation.

Respectfully yours,

Euro-American Investments LLC

JAN MORTON HEGER Esq., CEO
Managing Director

US Passport Number: [redacted]
State Bar#: [redacted]

Email address: euroamerican@cox.net

Phone#: 949-249-9170
Fax# : 949-249-9170
Efax# : 208-474-0448

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Registered Offices
711 South Carson Street, Suite 4

PSI-Heger-01-0026

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DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

FAC No. AN-206244

AUG 23 2002

Jan Morton Heger, Esq.
CEO & Managing Director
Euro-American Investments LLC
29402 Castle Road
Laguna Niguel, CA 92677

Dear Mr. Heger:

This is in reply to your letter of August 6, 2002 to Secretary O'Neill on behalf of Euro-American Investments LLC ("Euro-American"). In your letter you inquired whether Euro-American may accept investment funds from the Central Bank of Angola under an arrangement whereby Euro-American would engage a U.S. charity to apply those funds and investment proceeds to humanitarian aid for Angola. Your letter was forwarded to the Department of the Treasury's Office of Foreign Assets Control ("OFAC") for direct response.

The UNITA (Angola) Sanctions Regulations (the "Regulations"), 31 C.F.R. Part 590, block the property and interests in property of UNITA and named senior officials of UNITA (including adult members of their immediate families), that come within the possession or control of U.S. persons. The Regulations also contain limited restrictions on the sale or supply of a number of products and services to UNITA or the territory of Angola including arms, arms materiel, petroleum products, aircraft, aircraft components, aircraft-related services, equipment used in mining, motorized vehicles, watercraft, spare parts for motorized vehicles or watercraft, mining services, and ground or water-borne transportation services. The Regulations further prohibit the import of diamonds exported from Angola unless it can be established that those diamonds were exported with the approval of the Angolan Government of Unity and National Reconciliation. A more detailed summary of the Regulations is enclosed.

The acceptance of investment funds from the Central Bank of Angola and the performance of humanitarian services in Angola are not prohibited by the Regulations provided that these activities do not involve the proscribed transactions listed above. If no proscribed transactions are involved, no OFAC authorization is required. Absent a complete list of all Angola related transactions you and/or the U.S. charity expect to undertake, we are unable to confirm that all of your transactions do not require an OFAC license.

If you have any additional questions about OFAC, you may refer to our web site at www.treas.gov/ofac or call our office at (202) 622-2480.

Sincerely,

David W. Mills
Chief of Licensing
Office of Foreign Assets Control

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1553

PSI-Heger-01-0022

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01378 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.900

Jun 16 02 05:09p TVABAYA LDA 0244 2 [illegible] p.2

Exp/Arbitrageur

13/08/02-14:53:44 LocalSwiftAcks-8976-000001 1

Instance Type and Transmission

Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1452 [redacted]

Message Header

Swift Input : FIN 199 Free Format Message
Sender : BNANAOLUXXX
BANCO NACIONAL DE ANGOLA
LUANDA AO
Receiver : EQBKGB2LXXX
HSBC EQUATOR BANK PLC.
LONDON GB

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Message Text

20: Transaction Reference Number
107/DGR/RC/02
79: Narrative
YOU WILL RECEIVE IN OUR CURRENT ACCOUNT FROM
CITIBANK/LONDON USD 30,000,000.00 FOR VALUE DATE
13 AUG 02 AND USD 20,000,000.00 FOR VALUE DATE
14 AUG 02. BOTH AMOUNTS ARE TO APPLY FOR THE
EXECUTION OF THE ABOVE INSTRUCTIONS.
PLEASE PURCHASE IN OUR NAME AND ON OUR BEHALF
UNITED STATES TREASURY BILLS OR THE EQUVALENT IN
US GOVERNMENT DEBT OBLIGATIONS WITH A MATURITY OF
AUGUST 2003 IN AN AGGREGATE AMOUNT OF FIFTY
MILLION UNITED STATES DOLLARS (U.S. 50,000,000.00)
TO BE HELD IN OUR NAME OF THE BOOKS OF YOUR
AFFILIATED BANK HSBC BANK USA ISSUER SERVICES.
WE AGREE TO PAY YOUR STANDARD COMMISSION RATE AND
CUSTODIAL FEES.
BEST REGARDS
AGUINALDO JAIME - GOVERNOR

Message Trailer

{MAC:40E6BD9D}
{CHK:8EABEDCDD19A}

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1554

PSI-Amouzou-07-0514

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01379 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.901

HSBC

HSBC EQUATOR BANK PLC
ATTN ACCOUNTING DEPARTMENT
45 GLASTONBURY BLVD
GLASTONBURY CT 06033-4411

TRANSACTION DATE
08/13/2002

ACCOUNT NUMBER
Redacted by the Permanent Subcommittee on Investigations

STATEMENT OF
MAIL ADVICE

ORIGINAL NOT MAILED

Transaction Mail Advice

Redacted By
Permanent Subcommittee on Investigations

TYPE: CREDIT POST DATE: 08/13/02 STMT. REF: [redacted] DEPT. REF: [redacted]
AMOUNT: $30,000,000.00 VALUE DATE: 08/13/02 CLIENT REF: [redacted]

DESCRIPTION: 34RECD CHIP CITIBANK N.A.*ORG:CITIBANK N.A.,LONDON WC2R 1HB, UNITED KINGDOM*OGB:CITIBANK, N.A.,LONDON WC2R 1HB, ENGLAND*BNF:BANCA NACIONALE DE ANGOLA,ANGOLA*STCHIPSEQ:0 [redacted]:1106*YR REF: [redacted] REF: [redacted]

HSBC Bank USA
452 Fifth Avenue, New York, NY 10018-2706

11-651-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1555

HSBC-PSI 002286

ph44585 on D330-44585-7600 with DISTILLER
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568402.902

HSBC

HSBC EQUATOR BANK PLC
ATTN ACCOUNTING DEPARTMENT
45 GLASTONBURY BLVD
GLASTONBURY CT 06033-4411

TRANSACTION DATE
08/14/2002

ACCOUNT NUMBER
Redacted by the Permanent Subcommittee on Investigations

STATEMENT OF
MAIL ADVICE

ORIGINAL NOT MAILED

Transaction Mail Advice

Redacted By
Permanent Subcommittee on Investigations

TYPE: CREDIT POST DATE: 08/14/02 STMT. REF: [redacted] DEPT. REF: [redacted]
AMOUNT: $20,000,000.00 VALUE DATE: 08/14/02 CLIENT REF: [redacted]

DESCRIPTION: 34RECD CHIP CITIBANK N.A.*ORG:BNA OIL TAXES Y ROYALTIES*
OGB:CITIBANK N.A.,LONDON WC2R 1HB, UNITED KINGDOM*BNF:BA
NCA NACIONALE DE ANGOLA,ANGOLA*STCHIPSEQ:[redacted]TIME:08
19*YR REF:*MMB REF:[redacted]

Redacted By
Permanent Subcommittee on Investigations

HSBC Bank USA
452 Fifth Avenue, New York, NY 10018-2706

11-851-000-1 Rev. 11/04

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1556

HSBC-PSI 002302

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01381 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.903

CIF1491 **Customer Information File** 08/14/02 16:37
Money Transfer Detail Page: 1

System: DDA Account: [redacted]

[redacted] = Redacted by the Permanent Subcommittee on Investigations

ISSUER SERVICES WIRE ACCOUNT
ATTENTION JOHN MAZZARELLA
140 BROADWAY # 12
NEW YORK NY 10005-1101 CTRY:US

CIF Arrival 08/14/02 16:20:27 DEBITS 11,024,934.75 CREDITS 61,958,100.45
Debit Amt Credit Amt
BOOK TRANSFER CREDIT 49,999,363.37
TRAN ID: [redacted]

41BOOK CREDIT CORPORATE TRUST WIRE TRANSFER*ORG:HSBC EQUATOR BANK PLC.,LONDON E C3R 8NB, UNITED KINGDOM*OGB:HSBC EQUATOR BANK,LONDON SW1V 2AL U K*BBI:/REC/BNA COLLATERAL ACCT PURCHASE OF UNITED STATES TREASURY STRIP OBLIGATION USD 5,000 A NNUAL ADMINISTRATION FEE FO SERVICES AS COLLATERAL AGENT*STBOOK*TIME:1620*YR RE F:[redacted]*MMB REF:[redacted]

==========

PF1=HELP PF3=EXIT PF12=CANCEL

Ravi 718 488 4386

Jim Cruz x 4031

TOM Shapiro 525-2658

Fixed Income

Tell Redeliver

917 743 3707

Share + cash

Strictly Confidential

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1557

HSBC-PSI 037258

ph44585 on D330-44585-7600 with DISTILLER

568402.904

INSTITUTIONAL COLLATERAL ACCOUNT AGREEMENT

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Gentlemen:

1. **Meaning of some words.** In this agreement, the words, "I", "me" and "my" mean anyone signing this agreement on behalf of the entity named below as customer (the "Customer") and my successors in office. The words "you" and "your" mean HSBC Bank USA, 452 Fifth Avenue, New York, NY 10018, ATTENTION: ISSUER SERVICES ("the Collateral Agent"). The words the "Account" and the "Collateral Account" mean the institutional collateral account being opened with you under this agreement.

2. **Request to open an account.** Please open an institutional Collateral Account in the Customer's name as follows:

   Banco Nacional de Angola

3. **Collateral duties.** You will hold in the Account (either in certificate form or book entry form with another entity) any stock, bond or other security that is deposited with you by me or any other duly authorized representative of the Customer or collected or received by you on the Customer's behalf. You will settle any transaction for the Account upon receipt of proper instruction from me or my successor as the Customer's duly authorized representative, or from the Customer's broker or investment advisor. Appropriate notification of the issuance of each such order shall be given promptly to you by me as the Customer's duly authorized representative, or by the Customer's broker or investment advisor, and the execution of each such order shall be confirmed to you by the broker in such manner as mutually agreed upon by us. Such notification shall be authority for you to pay for securities purchased against receipt and to deliver securities sold against payment as the case may be. At no time will you be required to give investment advice.

4. **Income.** You may collect and credit to the Account any income, such as dividends or interest, on any stock, bond or other security in the Account. After crediting the income to the Account, you will:

[ ] transfer to principal daily
[ ] issue check to:
[X] wire funds to: **HSBC Bank USA for further credit to the account of HSBC Equator Bank Plc account number [redacted] for further credit to the account of Banco Nacional de Angola account number [redacted]**

HSBC-PSI 037196

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1557

ph44585 on D330-44585-7600 with DISTILLER
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[redacted] = Redacted by the Permanent Subcommittee on Investigations

[ ] monthly
[[quarterly UPON RECEIPT
[X] other _____

[ ] deposit it in an account with your numbered
[ ] monthly
[ ] quarterly
[ ] other _____

[ ] invest it in
[ ] money market fund
[ ] U.S. government securities fund
[ ] tax-exempt fund

5. **Inactive principal.** You will collect and credit to the Account any proceeds (other than cash representing income) resulting from the sale or redemption of any stock, bond or other security in the Account. After crediting principal to the Account, you will:

[ ] issue check to:
[X] wire funds to: **HSBC Bank USA for further credit to the account of HSBC Equator Bank Plc account number [redacted] for further credit to the account of Banco Nacional de Angola account number [redacted]**

_____

_____

[ ] monthly
[ ] quarterly UPON RECEIPT
[X] other _____

[ ] deposit it in the Customer's additional account with your numbered _____
[ ] monthly
[ ] quarterly
[ ] other _____

[ ] invest it in
[ ] money market fund
[ ] U.S. government securities fund
[ ] tax-exempt fund

You may invest the cash balances in the Account, as indicated in paragraphs 4 and 5, in one or more money market funds approved for use under your current guidelines. It is understood that you may also be retained to provide custodial, investment management, or other services for one or more such funds; such is the case with the HSBC Funds, Inc.* In that case, you may receive compensation for these services from such funds, which shall be in addition to the compensation you receive under paragraph 17.

*Vision Fund Disclosure

a. HSBC Bank USA serves as investment advisor to each Fund in the HSBC Group of Funds, Inc. and may receive a fee from the Fund in addition to the compensation it receives under paragraph 17. Shares of the HSBC Group of Funds are sold by prospectus only and I understand that I should read the prospectus on behalf of the Company before investing. Shares of the HSBC Group of Funds are not obligations of, or endorsed or guaranteed in any way by, HSBC Bank USA or any other bank, and shares of any of the HSBC Group of Funds are not insured by the FDIC.

HSBC-PSI 037197

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b. Prospectus. I have received and read current prospectus of the Fund and agreed on behalf of the Company to its terms. I understand the investment objectives and program and have determined that the Fund is a suitable investment based upon the Company's investment needs and financial situation.

c. Distributor. BISYS Fund Services is the distributor for the HSBC Group of Funds, Inc.

6. **Deposits in Collateral Accounts.** If so directed by me, the Collateral Agent may invest all or part of the Collateral Account in certificates of deposit, savings accounts, or other interest bearing instruments or Collateral. The Collateral agent is hereby authorized to debit such accounts for any amounts which may become due under this agreement.

7. **Statements.** You will provide
[X] monthly
[ ] quarterly
[ ] semi-annual
[ ] annual

statements listing all income and principal cash receipts and disbursements for the Account as well as a complete listing of each stock, bond or other security in the Account to the following address:

Name	Address
BANCO NACIONAL DE ANGOLA **(BY COURIER – DHL)**	Avenida 4 de Fevereiro, 151 ATTN: OFFICE OF THE GOVERNOR C.P. 1243 Luanda, Angola
BANCO NACIONAL DE ANGOLA C/O HSBC EQUATOR BANK PLC REPRESENTATIVE OFFICE ATTENTION: Ms. Liliana de Sousa **(BY COURIER – DHL)**	Rua Alfredo Troni Edificio BPC 8 ANDAR Direito Luanda, Angola

Attention: _____

Use separate sheet if additional addresses are required.

I understand that these statements are in lieu of any further notification which you would otherwise be required under Regulation H of the Board of Governors of the Federal Reserve System to give the Customer. Under Regulation H, the Customer would be entitled to notification from you concerning each purchase and sale for the Account within five business days of any purchase or sale, or if a broker is used, within five business days of the receipt of the broker's confirmation at no additional cost.

8. **Pricing of securities.** On the aforementioned periodic statements you will provide the Customer with current market prices of all securities held in the Account which can be obtained from I.D.S.I, Merrill Lynch Bond Guide, National Daily Quotation System's "Pink Sheets" and "Yellow Sheets", the Wall Street Journal or any other pricing source that is mutually agreed upon between you and me.

When an adequate pricing source for any security or securities is not readily available, you will not be required to provide current market prices for those securities.

9. **Annual tax report**

[ ] You will provide an annual tax report listing:
a. All cash receipts and disbursements for the Account;

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b. Each sale of any stock, bond or other security for the Account;
c. The date and proceeds of each sale of any stock, bond, or other security for the Account;
d. The date any sold stock, bond or other security was originally purchased, if such information is available to you; and
e. The income tax basis of each stock, bond or other security sold for the Account, if such information is available to you.

For income tax purposes, the Customer's tax year ends on _____ of each year.

[X] You are not responsible for providing an annual tax report for the Account.

10. **Special Provisions.**
a. As to **stockholders' rights**, you will

[ ] sell the rights received and deposit the proceeds in the Account;
[X] notify me and await my instructions; or
[ ] notify the Customer's investment advisor and act on his or her instructions.

b. As to **fractional** shares, you will sell the fractional shares and deposit the proceeds in the Account.

c. As to **capital distributions**, you will:

[ ] take in cash and deposit it as follows:
[ ] principal in the Account
[ ] income in the Account
[ ] _____
[X] take in kind

d. As to **proxies, and shareholder information**, you will:

(1) [ ] use your discretion in voting and proxy on the Customer's behalf;
(2) [ ] forward to the Customer's investment advisor; or
(3) [X] forward to me.

If box 1 or 2 is checked, **DO NOT** respond to section 9.

11. **Disclosure of information concerning Customer.**

You [ ] are authorized
[X] are not authorized

to disclose the Customer's name, address and security position to any company whose stock the Customer owns, provided that company has requested such information under Securities and Exchange Commission Rule 14b-1 (c).

12. **Wire transfers.** Subject to applicable law, you have no responsibility to give notice of incoming funds transfers (including wire transfers) and no liability for failure to give such notice regardless of whether such notice is requested. However, you will provide notice of receipt of payments in periodic Account statements.

Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving the Account, you are not required to give next day notice of receipt of an automated clearing house item, and you will not do so. However, you will provide notice of receipt of payments in periodic Account statements.

HSBC-PSI 037199

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568402.908

Credit to the Account with respect to an automated clearing house credit entry or wire transfer via CHIPS is provisional until you receive final settlement for such entry through a Federal Reserve Bank. If you do not receive such final settlement, the Customer is hereby notified and agrees that you are entitled to a refund of the amount credited in connection with such entry.

13. **Notification requirements of financial information.** You will notify me or the Customer's designated investment advisor (if any) of any optional call for redemption, offer of exchange, right of redemption, right of subscription, reorganization or other optional proceeding affecting any security in the Account as soon as reasonably possible. You will handle all optional corporate actions for securities held in the Account in accordance with my or the Customer's advisor's instructions.

When adequate financial information is not available from the sources referred to above, you will not be required to follow any coupon payment or notify me of any exchange, redemption or similar matter for any stock, bond or other security in the Account. When adequate financial information is not readily available, your responsibility to the Account will be limited to the safekeeping of any stock bond or other security in the Account.

14. **Registration.** You may register each stock, bond or other security in the Account in the name of your nominee or any other entity which holds securities for you as a matter of necessity or convenience. You are still legally responsible for their safekeeping. I or my designee will sign on behalf of the Customer all documents needed to register any stock, bond or other security in the Account in the name of your nominee or such other entity. Your nominee or such other entity will have all of the Customer's rights (such as the right to vote and the right to receive dividends or interest) in each stock, bond or other security in the Account registered in its name, subject to the directions specified in this agreement.

15. **Authorization to execute documents.** You may execute in the Customer's name and on its behalf, as its agent, any declaration, certificate of ownership or any other certificate required by any law or regulation.

16. **Payments and charges to the Account.**

[X] The Customer will pay separately.
[ ] You may charge:
  [ ] income of the Account or
  [ ] principal of the Account

[ ] You may charge the Customer's account number _____ for the following items:
  a. overdrafts to the Account caused by any instructions I may give you;
  b. services you perform for the Account at the rates in effect from time to time as set forth in your published fee schedule;
  c. taxes, expenses (including the reasonable fees and disbursements of your attorneys if you defend any lawsuit brought against you in connection with this agreement) or other charges you may have in connection with the Account.

If the fee schedule changes, you will mail the new schedule; and it will apply to this agreement thirty days after you mail it.

17. **Closing the account.** I may close the Account at any time effective upon your actual receipt of written notice. You will have no further responsibility for the Account once you deliver all stocks, bonds, and other securities in the Account to me or pursuant to my instructions. You may close the Account at any time by sending written notice at least 30 days in advance. You will be reimbursed for all reasonable expenses for reregistrations and delivery of securities on termination. If I give you no delivery instructions, you may deliver to my attention any stock, bond or other security in the Account by registered mail insured to the Customer's then current mailing address.

HSBC-PSI 037200

ph44585 on D330-44585-7600 with DISTILLER
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18. **Notices and changes of address.** Any notice you send concerning this agreement or the Account will be sent to the Customer's then current mailing address as shown in your records concerning this agreement. If such mailing address changes, I or my designee will promptly tell you in writing of the new mailing address. Any notice to you will be sent to HSBC Bank USA, 452 Fifth Avenue, New York, NY 10018, ATTENTION: ISSUER SERVICES.

19. **Changes.** Any change in this agreement will be in writing and signed on behalf of both you and the Customer.

20. **Entire agreement.** This agreement is the final and complete agreement between you and the Customer concerning the Account.

21. **Continued effectiveness.** If any part of this agreement is determined by a court to be invalid, it shall be deemed amended so as to comply with applicable law and the rest will remain in effect.

22. **What law applies.** Any legal question concerning this agreement will be decided according to New York State law without regard to its principles of conflict of laws.

23. **Your duties and liabilities.** You will have no duties and respect to the Account other than those clearly stated in this agreement. You will not be liable for anything that you do or fail to do in good faith. The Customer will indemnify you against all losses, claims, costs, damages, liabilities and expenses (including without limitation reasonable attorneys' fees and disbursements) you incur in connection with this agreement. You may rely on all instructions that you receive in connection with this agreement and that you in good faith believe valid. You need not provide the Customer or any other party with any bond or other security in connection with this agreement.

Principal office. I certify that the Customer is duly organized or constituted and existing in the country of ANGOLA _____ and has its principal office at the following address: BANCO NACIONAL DE ANGOLA
Avenida 4 de Fevereiro, 151
ATTN: OFFICE OF THE GOVERNOR
C.P. 1243
24. Luanda, Angola

I will notify you promptly in writing of any change of address.

25. **Authorization.** The Customer, if a corporation, partnership, trust or other entity, represents and warrants now and continuing throughout the term of this Agreement that it is duly organized and in good standing or duly constituted in the state of its organization and, if a business entity, is duly authorized to do business in all jurisdictions material to the conduct of its business; that execution, delivery and performance of this Agreement have been duly authorized by all necessary regulatory and corporate or partnership action or by its governing instrument; that this Agreement has been duly executed by an authorized officer, partner, or representative of the Customer and not in violation of any law, court order or agreement by which the Customer is bound; that the Customer's performance is not threatened by any pending or threatened litigation; and that the Customer's designated representatives are duly authorized to invest the Customer's funds and property as specified in the Agreement and in instructions to be delivered to you pursuant to this Agreement so long as it remains in effect.

26. **Tax identification number.** The Customer's tax identification number is _N/A_____. Under penalties of perjury, I certify (a) that the number shown above is Customer's correct Taxpayer Identification Number, and (b) that the Customer is not subject to backup withholding either because (1) the Customer has not been notified that the Customer is subject to backup withholding as a result of a failure to report all interest or dividends; (2) the Internal Revenue Service has notified the Customer that it is no longer subject to backup withholding; or (3) the Customer is a corporation not subject to backup withholding.

HSBC-PSI 037201

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27. **Investment decisions.**

[ ] The Customer's designated investment advisor is _____ at the following address _____

Pursuant to the Customer's agreement with this advisor, the advisor has full authority to make such changes to these investments deemed advisable in the advisor's sole discretion, including investments in securities or of any cash and the sale or exchange of any securities now or hereafter held. The advisor is not, however, authorized to take custody or possession of any of the cash or securities involved.

[X] I, on behalf of the Customer, will direct all trading in the Account.

28. **Agreement.** The Customer agrees to be bound by the provisions of this agree

CUSTOMER: _____

By: DR. AGUINALDO JAMIE

Title or Capacity: GOVERNOR OF THE CENTRAL BANK

Customer's Mailing Address: BANCO NACIONAL DE ANGOLA
Avenida 4 de Fevereiro, 151
ATTN: OFFICE OF THE GOVERNOR
(BY COURIER – DHL) C.P. 1243
Luanda, Angola

Date: 8/14/02

We agree to open an institutional collateral account in the name of Banco Nacional de Angola Collateral Account and agree to be bound by the provisions of the accompanying agreement.

HSBC BANK USA

By _____

HSBC-PSI 037202

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568402.911

James Peterson
26 Aug 2002 15:27

To: Frank Godino/HBUS/HSBC@HSBCAMERICAS

cc: Anthony Bufinsky/HBUS/HSBC@HSBCAMERICAS

Subject: Re: Institutional Collateral Account Agreement - BNA

Frank,

The good news is that the Governor executed two originals of the Institutional Collateral Account Agreement today. These are being sent to me for fowarding to you. The Governor expects HBUS to retain one original and return the second original to BNA. I would suggest that after you sign this original you send it back to me and I will use our office in Angola to deliver it to the Governor.

The collective views on the certification are these: Generally, we think it is satisfactory. However, it should include more detail and description especially including information that was included in the original letter from HSBC Brokerage. These items would include the CUSIP Number, the precise Face Amount, maybe Price and Yield to Maturity.

I am surprised to see cash and perhaps you will explain this to me since I thought we settled the purchase and custody fee. This would not leave cash in the account. Maybe the price came in lower then was advised.

Liliana received the original first letter from HSBC Brokerage (addressed to her) but did not receive the original letter that was subsequently sent to the Governors attention. Perhaps, Eleanor Harper will explain where that letter is. If it was not sent then hopefully you will be able to obtain the original from her and include it in the mailing of the "certification" which must go through our office in Luanda.

If you have any questions, please let me know.

Again, thanks for the extra effort and consider it an investment. If we get this right and everyone is satisfied, then I think the business will grow.

Best regards,
Jim

---------- Forwarded by James Peterson/HBUS/HSBC on 08/26/2002 08:05 PM ----------

Frank Godino on 23 Aug 2002 15:35

Note
23 Aug 2002 15:35

From:	Frank Godino	**Tel:**	212.525.1316
Title:	Vice President	**Location:**	8-10 East 40th
WorkGroup:	Corporate Trust	**Mail Size:**	42200

To: James Peterson
cc: Anthony Bufinsky
Subject: Re: Institutional Collateral Account Agreement - BNA

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1557

HSBC-PSI 037249

ph44585 on D330-44585-7600 with DISTILLER
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568402.912

HSBC

Note
13 Dec 2002 10:48

From:	James Peterson	Tel:	860-633-9999
Title:		Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	10140

To: equator.lds@netangola.com

cc: John Kearney/HBUS/HSBC@HSBCAMERICAS
Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
(bcc: Frank Godino/HBUS/HSBC)

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Subject: RE: FW: BNA TBills - URGENT

Liliana,

Under the circumstances that you outline, communicating by authenticated SWIFT is a good alternative. If the HBUS account is to remain open then the matter of signatories must be addressed.

Regards,
Jim
"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 10:13

"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 10:13

To: James Peterson
cc: John Kearney, et al
Subject: RE: FW: BNA TBills - URGENT

Also, please note that Aguinaldo Jaime is no longer the Governor, therefore it would definitely better to have a SWIFT which does not require a signature than a letter. The new Governor is Amadeu Maurício and the Governor now is Deputy Prime Minister.

Liliana

Thanks Jim. The instruction can not be given by SWIFT instead of a letter? Please note I amended BNA's account number to [redacted].

Best,
Liliana

-----Original Message-----
From: James.Peterson@equator-africa.Com
[mailto:James.Peterson@equator-africa.Com]
Sent: sexta-feira, 13 de Dezembro de 2002 16:05
To: equator.lds@netangola.com
Cc: John.Kearney@equator-africa.Com; Rodney.Goodwin@equator-africa.Com
Subject: Re: FW: BNA TBills - URGENT

HSBC-PSI 037185

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1558

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01391 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.913

To all:

I have drafted the attached instruction after reading the Institutional Collateral Account.

We (HEQB) will have to authenticate the signature (there is only the one signatory with authority over the account). Upon receipt and authentication, HEQB will communicate with HBUS Issuer Services via swift.

(See attached file: DRAFT LETTER - sale of securities held by HBUS.doc)

Regards,
Jim

"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 05:21

To: John Kearney/HBUS/HSBC@HSBCAMERICAS
James Peterson/HBUS/HSBC@HSBCAMERICAS
Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
Subject: FW: BNA TBills

Please note that this is really urgent. BNA needs to sell the dollars to the
commercial banks to pay the salaries. Also the lack of dollars in the market
at this time of the year is conducting to a deep devaluation of the local currency (between yesterday and today the parallel exchange rate increased from USD 1= KZ 58 to USD 1= KZ 62. The commercial banks yesterday made an application for $24mm.

Any chance that I have the draft at your opening?

Thanks, Liliana
-----Original Message-----
From: Liliana de Sousa [mailto:equator.lds@netangola.com]
Sent: quinta-feira, 12 de Dezembro de 2002 13:39
To: John.Kearney@Equator-Africa.Com; James.Peterson@Equator-Africa.Com; Rodney K Goodwin
Subject: BNA TBills

Apparently there were no developments regarding the financing backed up by the securities and BNA want to sell the Tbills and have the funds credited into their account 127365 with us. What most probably will happen with the

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568402.914

funds is that they will be transferred to the various commercial banks, who,
in turn will pay KZ to the Government. The funds are urgently required for the payment of the December public workers wages. The other option would be the deposits in Nassau but given that the Tbills are not being used for the initial purpose, BNA decided that this would be the best application.

Please provide a draft for the instructions that BNA will have to give to HSBC USA.

Thanks and best regards,

Liliana

****
This message originated from the Internet. It's originator
may, or may not be who they claim to be, and the information
contained herein may, or may not be accurate.
****

(See attached file: C.htm)

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HSBC

Note
13 Aug 2002 11:59

From:	Anthony Bufinsky	Tel:	212-525-1366
Title:	Vice President	Location:	10E40-14, Floor 14
WorkGroup:	Corporate Trust	Mail Size:	2002

To: James Peterson/HBUS/HSBC@HSBCAMERICAS

cc: Frank Godino/US/HSBCAMERICAS@HSBCAMERICAS

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Subject: RE: BNA Treasury purchase - MT 199

Mr. Peterson, below please find the account information for funds transfer for the treasury buys:

Wire Instructions:
HSBC Bank USA
ABA: [redacted]
Account No.: [redacted]
Attn: Issuer Services
Ref: BNA Collateral Account

Also please note that Mr. Frank Godino will be administering the account going forward, his direct dial is (212) 525-1316.

Regards,

Anthony

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1560

HSBC-PSI 037261

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568402.916

HSBC

HSBC Bank USA
Issuer Services, 452 Fifth Avenue, New York, New York 10018

Issuer Services

The undersigned Frank J. Godino, Vice President of HSBC Bank USA being duly sworn, deposes and says:

that HSBC Bank USA is Collateral Agent under an Institutional Collateral Account Agreement dated as of August 14, 2002, with Banco Nacional de Angola.

that pursuant to said agreement and subject to the terms thereof, HSBC Bank USA held on August 14, 2002 the assets described in the amounts shown on the Statement of Assets hereto, marked "Exhibit A" and:

that all assets held, subject to the terms of said Agreement are held in trust for Banco Naciaonal de Angola.

Dated: August 14, 2002

HSBC Bank USA

By: _____
Frank J. Godino
Vice President

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1561

HSBC-PSI 037271

ph44585 on D330-44585-7600 with DISTILLER

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HSBC

"Exhibit A"

= Redacted by the Permanent Subcommittee on Investigations

Banco Nacional de Angola
Collateral Account

[redacted]

Statement of Assets
as of
August 14, 2002

Collateral:

- **$50,749,000 US Treasury NT Stripped Principal due August 15, 2003 (CUSIP: [redacted]BG 1)**
- **Purchase Price: 98.512641%**
- **Market Value: $49,994,180.18**
- **Cash: $183.19**
- **TOTAL: $49,994,363.37**

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INVESTMENT SERVICES DIVISION

NOTE: DO NOT use this form to post BCS Scheduled Receipts. It will not update tickler data or other BCS information.

DO NOT use for income suspense (DIVSUS, intsus) or Fee Earning accounts (Auto Com).

SEI FORMATTED SCREENS

CASH (RECEIPTS CASH)

ACCOUNT NUMBER: [redacted] Name: Banco Nacional de Angola Collateral A/C

RECEIVED PRINCIPAL: $ 49,994,363.37 (P1)

INCOME: _____ (P2)

INV INCOME: _____ (P3)

RECEIPT CODE: 23 Description: Trans from DDA

EXPLANATION: [redacted]

ASSET REFERENCE: _____ P #: 1 Name: _____

TREAT AS INCOME _____

FOR ACCRUALS: NO DATE INCOME APPLIES: _____

CONTINUATION OF EXLANATION (Press PF20)

1ST LINE: _____

2ND LINE: _____

3RD LINE: _____

4TH LINE: _____

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Prepared By: [signature] Ext.: 051316 Date: 8/15/02

Approved By: [signature] Trn #: _____

Cash Change P1: + 49,994,363.37

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1561

HSBC-PSI 037255

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SEI TRUST 3000 SYSTEM 8/15/02 09:11:28
SECURITY MASTER DETAIL FOR: [redacted] PAGE 1 OF 9
COMMAND ===>

[redacted] = Redacted by the Permanent Subcommittee on Investigations

DISPLAY ASSET - [redacted]

TICKER: ** ASSET WAS ADDED: 5/2/00
CUSIP: [redacted]
SECONDARY CUSIP: RECONCILIATION CUSIP:
UNDRLYING SECURITY CUSIP:
SEDOL: *
ISIN: * QUICK:
EUROCLEAR: CEDEL:
SECURITY SHORT NAME: U S TREAS NT STRIPPED PRIN 8/15/03
LONG NAME: UNITED STATES TREAS NT STRIPPED PRIN
: PMT 5.75% 8/15/2003
:
:
:

SECURITY TYPE: 24 : ZERO COUPON BOND

F1-HELP F2-HINT F3-CANCEL F5-RFIND F6-PRINT F7-UP F8-DOWN F10-LEFT

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1561

HSBC-PSI 037259

ph44585 on D330-44585-7600 with DISTILLER

568402.920

Jan Morton Heger Esq.

From: "Lena" <lleong@harvestdm.com>
To: "Jan Heger" <euroamerican@cox.net>
Sent: Wednesday, August 14, 2002 2:16 AM
Subject: TREASURY BILL

Dear Jan,

Herewith is a copy of email which was sent to Dr. Amouzou for your reference.

Regards
Stanley Wayland

Quote:

Dear Dr Amouzou

I was very surprised that HSBC London have got the Angola Government to sign a 23-page contract in order to purchase the T-Bill.

1. **T-BILL**

When exactly will HSBC purchase the T-Bill in the name of the Central Bank of Angola? Is it possible to receive a copy of the T-Bill today, UK Time?

2. **SWIFT**

You stated that HSBC require the Central Bank of Angola to send the SWIFT instructing HSBC to buy the T-Bill in their name. **Please can you get a copy of the SWIFT and send it to me?**

3. **LEDGER PRINTOUT**

Will HSBC give you a Ledger Printout showing the account name, account number with ledger balance. If yes, please can you fax this to me today, UK time.

4. **ASSIGNMENT AGREEMENT**

We can only complete the assignment agreement once the above documentation is supplied. I forgot that we also requested from you a letter from HSBC that they are purchasing the T-Bill on behalf of their client which is Central Bank of Angola. Is there any chance that you can get a copy of this letter today, UK time?

P-SI-Heger-01-00287

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1562

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Wells Fargo Investments
(Member of the New York Stock Exchange)
Account Name : Mr. Jan M. Heger
Laguna Niguel, California 92677

Securities Account Number : W41477598
For the benefit of: Jan M. Heger, CEO
Euro-American Investments, LLC

Bank Officer Name : Paul D'Epagnier

6. **CONCLUSION**

The Central Bank of Angola is the client and owner of the funds and therefore, do not need to answer HSBC's question about why they must transfer the T-Bill to Wells Fargo.

The simplest and best reply is that you, as client want to deposit and hold this T-Bill in the Securities account with Wells Fargo Investment (Member of the New York Stock Exchange) and that we do not want this to be left in London. No other explanation is required to HSBC London.

As Central Bank of Angola is the client, HSBC must and are required to follow the client's instructions, i.e. this is what we request and instruct you (HSBC) to carry out.

We await your soonest response as we are under pressure as we will be able to begin private placement investment on Monday next week, if the T-Bill and the above documentation is supplied, latest tomorrow.

God Bless you,

Best regards
Stanley Wayland

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568402.922

Euro-American Investments, LLC
29402 Castle Road
Laguna Niguel, California 92677
Phone: 949-249-9170 Fax: 949-249-9171
Email: heger@compuserve.com

August 17, 2002

Memo to: Charles Webster, Director
Stanley Wayland, Director

CONFIDENTIAL

From : Jan Morton Heger, CEO, Director

Subject: Angola

It is with great pleasure to announce to the Directors of EAI that EAI has and will be granted the opportunity to be of assistance to Angola and more especially to oversee the use of Angola's Government Funds for the purpose of Humanitarian Aid along with various infrastructure projects as may be pre-approved by EAI for the benefit of the Angolan People. Stanley has especially been helpful and in the fore-front of seeing to it that EAI properly proceeds with this matter. I personally would like to commend Stanley for his hard work and his assistance to me with regard to this matter.

There is absolutely no doubt that EAI will be receiving the sum of 50Million USDollars and hopefully an additional Fifty Four Million USDollars soon for a total to One Hundred Four Million USDollars or more in the form of USTreasury Bills for the above stated purposes. Obviously "the proof is in the pudding" and the proof will be the actual receipt and appropriate assignment of full and unencumbered title to the Treasury Bills as have now been purchased by the Central Bank of Angola. To the best of my knowledge EAI will have these T-Bills in the Wells Fargo Securities Account including but not limited to the appropriate assignment as is set forth in the attached assignment document.

I sincerely hope that all of us realize the substantial nature of the task being grated to us and that each of us will with a positive outlook and a positive attitude look forward to the challenge and accomplish some good for Angola and especially for the children of Angola as has and was clearly set forth in the BBC article regarding Mia Farrow's visit which each of you has a copy of.

I believe that Stanley has appropriately set forth my feelings on this matter of which I do the best I can to also live my life as is set forth in the attached received by Stanley "Think Bigger, Think Possibilities"

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1564

PSI-Heger-01-00255

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Page two:

In addition to the above Richard Essex a personal friend of mine for over twenty (20) years has been diligently working with show business personalities, will be in contact with Mia Farrow and has been extremely helpful to me with regard to the Charitable Aspects of this matter which includes but is not limited to direct contact at the highest level with the Billy Graham organization who has agreed to assist us in every respect for the distribution of Humanitarian Aid to Angola. I cannot thank Richard enough and perhaps we should consider appointing Richard for the limited purpose as EAI's director for Humanitarian aid.

Perhaps soon the appointed directors of EAI should have an informational meeting over the phone to discuss all the possibilities with regard to this matter.

Respectfully yours,

Jan

Registered Offices
711 South Carson Street. Suite 4

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01402 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.924

Jan Morton Heger Esq.

From: "Jan Morton Heger Esq." <jheger4@cox.net>
To: "Charles Webster" <Charleswebster01@aol.com>; "Stanley Wayland" <stanley@harvestdm.com>
Sent: Saturday, August 17, 2002 8:03 AM
Attach: Euro-American.doc; Think Bigger, Think Possibilities.eml; DOA.doc
Subject: Euro-American.doc

To: EAI's appointed Directors

It is respectfully requested that all of the directors of EAI please read the attached. The DOA attachment will not mention MSA for various reasons of which I will inform all when we have a meeting

Jan Morton Heger, CEO
Euro-American Investments LLC

ph44585 on D330-44585-7600 with DISTILLER

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568402.925

EURO AMERICAN INVESTMENTS LLC

MEMO

To:	Mr. Jan Morton Heger CEO/DIRECTOR	From:	Stanley Wayland 0065 6333 0769
Fax:	012-1-208-474-0448	Pages:	2 + 1
Phone:	013 –1 949-249-9170	Date:	19 August, 2002
Re:	AGREEMENT – ANGOLA	Cc.:	

Dear Jan

I read your memorandum addressed to myself and to Charles Webster. I hope you are not forgetting the agreement I had with you.

1. **CHARLES WEBSTER**

   I told you I do not want to have anything to do with Charles Webster as I just have bad gut feeling, which says, "stay away".

2. **JAN HEGER**

   I told you I would like to work with you and when it was decided to use Euro-American Investments, LLC for the Angolan money, which is the customer I have brought to the table, it would be on a basis that I would deal with Jan Heger in the capacity that Charles Webster do not exist.

3. **PROFITS**

   The deal I have put together with the Angolans is that they get 75% profits and EAI gets 25%. I also stated that if you want to leave it with EAI, this means 50% to Stanley Wayland and 50% to Jan Heger.

4. **SHARING OF PROFITS WITH CHARLES WEBSTER**

   I stated that if you wanted to include Charles Webster, it would be from your side, i.e. out of your 50% of the profits.

   I hope this is still the agreement because this is what we agreed.

Singapore Office : 257 Selegie Road,
 # 04-291/293D Selegie Complex, Singapore 188350
Tel: 0065 6338 8616 Fax: 0065 6333 0769

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1565

PSI-Heger-01-00252

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568402.926

5. **RON MARSH**

It was stated to you that if Charles Webster received one cent or any income, from his activities with us, he would not be prepared to proceed, i.e. there is a black mark against Charles Webster.

Why are you now including him in all correspondences with respect to Angola?

6. **RON MARSH/ANGOLA REQUIREMENTS**

We agreed on the telephone that we first finished the US$50 million and once this is in the Wells Fargo Security account, we will then proceed with the other transactions, i.e. not to rock the boat, at the current time.

Attached herewith is a simple agreement with respect to EAI and Angola, which reflects what we agreed.

I believe you are making a mistake, Jan, and you might end up with the same problem wit the law firm in New York, if you include Charles Webster. Anyway, this is just my thoughts and feelings.

Best regards,

Stanley Wayland

Stanley Wayland

SW/lel

ph44585 on D330-44585-7600 with DISTILLER
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568402.927

AGREEMENT

It was agreed by Mr. Jan M. Heger and Mr. Stanley Wayland that the transaction with Angola would be channeled through Euro-American Investments, LLC (EAI), under the following terms and conditions, which are:-

1. **PROFITS**

   The profits would be shared between Jan M Heger (50%) and Stanley Wayland (50%).

2. **CHARLES WEBSTER**

   If Jan Heger wishes to pay out of his profits, something to Charles Webster, then this would be solely his responsibility, out of his share of profits.

3. **UNDERTAKING/COMMITMENT**

   This is an irrevocable commitment and undertaking between both Jan Heger and Stanley Wayland and will not be reversed under any circumstances whatsoever.

4. **ANGOLAN GOVERNMENT INTRODUCER**

   The Angola Government money has been made available by Stanley Wayland and his introducer to EAI, and it will be acknowledged that we have to pay some of our income (1%) before we split 50/50, to the parties who brought us this transaction.

Signed this 19th Day of August 2002 in Singapore by:

STANLEY WAYLAND
DIRECTOR

AND

Signed this _____ day of August 2002 in Laguna, California by:-

JAN MORTON HEGER
CEO/DIRECTOR

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01406 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.928

09/09/02 MON 15:38 [TX/RX NO 5775]
SEP-09-2002 MON 01:28 PM WELLS FARGO INVESTMENTS FAX NO. 4499 P. 03
WELLS FARGO LB 0968 PAGE 03

Attn: THOMAS

Jan Heger
4147-7598

BANCO NACIONAL DE ANGOLA

[redacted] = Redacted by the Permanent Subcommittee on Investigations

GABINETE DO GOVERNADOR

DEED OF ASSIGNMENT

I Dr. Aguinaldo of sound mind and body hereby certify under penalty that I am the authorized signatory and have the legal right as Governor of the Central Bank of Angola to state that the Central Bank of Angola is the sole unencumbered owner of the Forty Nine Million, Nine Hundred and Ninety Four Thousand, Three Hundred and Sixty Three United States Dollars of U. S. Treasury Bill, which is attached hereto and marked as "Exhibit A".

FOR VALUABLE CONSIDERATION of which is hereby acknowledged as received know all men by there presence that I Dr. Aguinaldo Jaime, Passport N° [redacted] do hereby freely, irrevocably, and unconditionally assign, convey, and transfer any and all right, title, and interest to **Euro-American Investments LLC** of this instrument or certificate described as United States Treasury Bill.

This assignment shall be for the period of one (1) year and five (5) Banking Days from the date of this Deed of Assignment in order to satisfy the terms of the agreement between MSA Inc. and Euro-American Investments, LLC dated 18th July, 2002. Specifically is the fact that the Treasury Bill, including any and all right, title and interest earned, will be returned to the Central Bank of Angola unencumbered at the end of the term of this assignment, free of any and all liens, as per the agreement dated 18th July 2002. Any and all original certificates shall forthwith be forwarded directly to Euro-American Investments LLC via bonded courier addressed as follows: Wells Fargo Investments (Member of the New York Stock Exchange), Account name: Mr. Jan M. Heger, Laguna Niguel, California 92677, Securities Account N° W41477598, for the benefit of Jan M. Heger, CEO, Euro-American Investments, LLC, Bank Officer Name: Paul D'Epagnier.

This assignment and all of its terms shall be construed according to the Laws of England, Jurisdiction of which shall be London, England, Any and all disputes arising in connection with this assignment shall be finally and fully settled by binding arbitration. Arbitration shall be held in London and conducted in accordance with the rules of the International Chamber of Commerce.

This assignment shall be considered enforceable and valid as would an original when electronically transmitted via Facsimile to Euro-American Investment at 0065-8333 0769. An original of this assignment shall be forwarded by the undersigned to 257, Selegie Road, # 04-291/293D, Selegie Complex, Singapore 188350.

Dated this 20th day of August, 2002.

Dr. Aguinaldo Jaime

Witness

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1566

SEP-09-02 MON 04:34 PM 7184884488 P. 04

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568402.929

Law Offices of
Jan Morton Heger
ATTORNEYS AND COUNSELORS AT LAW

Jan Morton Heger
Mark Doumani
Robert Grandon

Phone: (949) 249-9770
Fax: (949) 249-9771

Please Respond to: Laguna Niguel

August 22, 2002

Paul D'Epangnier
Simon King
Wells Fargo Investments
Members of the New York Stock Exchange

Re: **Receipt of a USTreasuy Bill**
Account No: W41477598
Account Name: Jan M. Heger

Gentlemen:

Please be advised to expect via electronic delivery of a **USTreasury Strip Obligation** for the account of Jan Morton Heger for and on behalf of Euro-American Investments LLC which is my LLC with a open Wells Fargo Account at the Laguna Beach Branch. Said Treasury is described as follows:

United States Treasury Strip Obligation
Face Amount: $50749Million
CUSIP: 912820-DG-1 or (BG-1)
Maturity Date: August 15, 2003

Please call me and inform me of the receipt of the same. Note this should be coming from HSBC London.

Respectfully yours,

Jan Morton Heger CEO
Euro-American Investments LLC
Attorney at Law

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1567

PSI-Heger-01-0045

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568402.930

Nicholles, John Sent 9/18/02

To: Jones, Mike R.
Subject: Acct 2018432765

Importance: High

This account opened 04/26/2001 according to the signature card with a $300,000,000.00 wire which never went into the account and on 05/02/2001, he opened a brokerage account and there was mention to the brokerage officer, Paul Epagnier in Laguna Beach, that there was to be a $350,000,000.00 wire (to the best of his recollection) but it never appeared. A recent transaction was received by WFB from HSBC to PCS which was declined because we did not wish to hold collateral of $50,000,000 for a year subject to a subsequent return back to its owner in Angola. While HSBC confirmed the transaction, it left many unanswered questions as to why so we declined it. I understand that PCS also developed some negative information through an information service they use about Heger (Thomas Wong at PCS has details 949 253 4448). You might consider now an ideal time to terminate the DDA relationship since a letter has already been sent to terminate the brokerage account. Naturally, if you do decide to close the account, follow normal disclosure rules with regard to notification, dates etc.

John Nicholles
VP WF Investigative Services
925.975 4956
MAC A0330-017

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1568

ph44585 on D330-44585-7600 with DISTILLER
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568402.931

2 of 3

John Kearney
09 Sep 2002 09:49

To: Brigitte Vertine, et al
cc: Ann JOHNS, et al

Subject: Re: Purchase of Treasury Bill

Brigitte - I refer to your e mail of 5 Sept re the purchase of Treasury Bills by Banco National de Angola (BNA). These bills were purchased by HSBC Bank USA and are held in on behalf of BNA.

We are not familiar with an intent by BNA to have these securities held by Wells Fargo Bank. Mr. Heter is unknown to us.

In the event that BNA wishes to transfer these securities to Wells Fargo, our recommendation would be that they provide you with the required AUTHORIZED instructions e.g. by SWIFT.

If you wish you discuss this further my direct line is 860-687-6305

Regards
John
Stephanie Burbine on 09 Sep 2002 09:29

Stephanie Burbine on 09 Sep 2002 09:29

Note
09 Sep 2002 09:29

From:	Stephanie Burbine	Tel:	860 682 8430
Title:	Assistant Vice President	Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Stop:	12014

To: Maria Colaiacco
cc: John Kearney
Subject: Re: Purchase of Treasury Bill

Maria,

Have you seen a message from BNA regarding treasury bills? If so, could I please have a copy?

Thanks,
Stephanie
---------- Forwarded by Stephanie Burbine/HBUS/HSBC on 09/09/2002 09:28 AM ----------
Rodney Goodwin on 09 Sep 2002 08:52

Note
09 Sep 2002 09:52

From:	Rodney Goodwin	Tel:	860-633-9999
Title:		Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Stop:	9555

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1569

PSI-Heger-01-00140

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3 of 3

To: James Pinterson
Subject: Re: Purchase of Treasury Bill

Jim, Rodney's out sick today. Is this a matter which you can handle on his behalf?? Pls advise.
Best, Dawn

---------- Forwarded by Rodney Goodwin/HBUS/HSBC on 09/09/2002 08:52 AM ----------

Ann JOHNS@HSBC
06 Sep 2002 08:14

To: Brigitte Vertino/HBUS/HSBC@HSBCAMERICAS

cc: Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
Subject: Re: Purchase of Treasury Bill

Dear Ms.Vertino,

My apologies for the delay in responding to your email as a result of my being on holiday last week. This transaction was handled by my colleague Mr. Rodney Goodwin who is based in our office in Glastonbury, Connecticut. By copy of this email I am advising him of your request and he will respond accordingly.

Regards,
Ann Johns

Brigitte Vertino/HBUS/HSBC @ HSBCAMERICAS on 05 Sep 2002 01:44

Brigitte Vertino/HBUS/HSBC @ HSBCAMERICAS on 05 Sep 2002 01:44

HSBC

Note
05 Sep 2002 01:44

From: Brigitte Vertino/HBUS/HSBC @ HSBCAMERICAS
Tel: 716-841-6192
Mail Stop: 1876

To: Ann JOHNS/BEU/HSBC@HSBC
cc:

Subject: Purchase of Treasury Bill

Dear Ms. Johns: I hope I am in the right direction. I received a phonecall from an attorney Mr. Heter advising that
treasury bills for a large amount were purchased and HSBC UK was advised from Banco Angola to transfer them
to Wells Fargo investment bank in Laguna Beach Ca. Do you have the advise of the transfer from HSBC UK or
the quest for this transfer. Mr. Heter's telephone # is 949 249 9170 or contact me on lotus notes. I do thank you in advance
for you help in this matter.
As I advised I am really not sure if I have the correct department. Thank you.

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Attachment 9 1 of 2g

12 SET 2002 05:33 DE PARA0016192933023 PAG.01

REPÚBLICA DE ANGOLA

BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

TELEFAX

From : Dr. Aguinaldo Jaime
Governor, Central Bank of Angola

To : Dr. Mebanou B. Amouzou
President, MSA

Subject : Instructions sent to HSBC

Date: 11.09.2002

Dear Dr. Amouzou,

F se find attached the instructions, sent via SWIFT, to the HSBC, as agreed. I hope this represents the end of a very long journey and the beginning of a new era for the Angolan economy.

Warmest regards.

Dr. Aguinaldo Jaime
Governor

TOTAL PAG.01

PSI-Heger-01-00142

09/11/02 WED 21:05 FAX 619 293 3023 MSA INC TRADE INVESTMENT P.13

24-SEP-02 17:12

ph44585 on D330-44585-7600 with DISTILLER

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September 9, 2002

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Dr. Aguinaldo Jamie
Governor of Angola Central Bank
Luanda, Angola

Re: Delivery of US Treasury Bills to Wells Fargo Securities

Dear Dr. Jamie:

This is to inform you of my safe arrival at the Sates and my meeting with Mr. Jan Morton Heger, the CEO of Euro-American Investments, LLC today at the Wells Fargo Securities. Mr. Heger was disappointed that the US Treasury Bills were not enclosed with the delivery as was expected.

Please issue another (new) written instructions to HSBC to deliver the US Treasury Bill (CUSIP: [redacted] 1) to Wells Fargo Securities by the close of business on September 11, 2002. Additionally, forward a copy of the new written instructions to HSBC and copies of all previous written instructions to HSBC with regard to this Treasury bill's delivery to Mr. Heger. Mr. Heger needs copies of all your documents to assist US Treasury to determine why the Treasury bill has not been delivered as you requested.

If you have any questions, please do not hesitate to call me.

Sincerely,

Dr. Mehenou Amouzou
President
MSA Inc.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1572

PSI-Amouzou-03-0008

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Satu Amuozou

From: "Euro-American Investments LLC" <euroamerican@cox.net>
To: "Dr. Aguinaldo Jaime" <msainc2@earthlink.net>
Cc: "Stanley Wayland" <stanley@harvestdm.com>
Sent: Tuesday, September 10, 2002 6:41 AM
Subject: Suggestion to be considered

Law Offices of

Jan Morton Heger

ATTORNEYS AND COUNSELORS AT LAW

Dear Dr. Jaime

After some serious thoughts with regard to what has happened at HSBC I have a suggestion for you that may smooth out all your USDollar Accounts where ever they may be located. My suggestion is as I am directly able to communicate with USTreasury and USTreasury has jurisdiction over all USDollar accounts where ever located that you consider putting me with you and the Central Bank of Angola on any and all USDollar Accounts wherever they may be located.

You would then always be able to have my assistance and could not be taken advantage of. You the Central Bank would always be in control however by having me on any accounts with you as a USCitizen and a Lawyer here in the USA for over 35years and as co-signatory with you. **we** are then in a excellent position to prevent these kinds of events and I would be able to directly help the Nation State of Angola and the Central Bank of Angola toward any and all of their goals whatever they may be.

I would and will accept with honor this challenge and the duties apparent in my suggestion. I would be honored to assist you the Central Bank of Angola and the Nation of Angola in all of your future endeavors and goals with regard to USDollar Accounts where ever they may be located.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1575

PSI-Amouzou-11-0140

For your further information I am a former **Trust Officer of a Major Bank** here in the United States of America, Former Officer in the USMilitary, Former Counsel to major Insurance Companies here in the United States, have been and acted as Trustee for several very substantial private matters, Former Counsel to Pacific Mutual Life Insurance Company here in the United States and have some high ranking clients who have contracted with the USGovernment. I have also have been associated with show business since a child and have a relative named Carol Channing who is a famous Broadway Star. I can and will contact Mia Farrow who visited your county recently and use all of my show business contacts for your benefit and who all will obviously be willing to help you and the Nation State of Angola repair and recover from all of the damage that has occurred over these last Ten to Twenty years..

Once again I appreciate the confidence you have placed in Stanley and myself and look forward to your thoughts in regard to the above suggestion.

Respectfully yours,

Law Offices of Jan Morton Heger

Jan Morton Heger
Attorney at Law

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12 SET 2002 05:33 DE PARA0016192933023 PAG.01

REPÚBLICA DE ANGOLA

BANCO NACIONAL DE ANGOLA

GABINETE DO GOVERNADOR

TELEFAX

From : **Dr. Aguinaldo Jaime**
Governor, Central Bank of Angola

To : **Dr. Mehanou S. Amouzou**
President, MBA

Subject : **Instructions sent to HSBC**

Date: 11.09.2002

Dear Dr. Amouzou,

Please find attached the instructions, sent via SWIFT, to the HSBC, as agreed. I hope this represents the end of a very long journey and the beginning of a new era for the Angolan economy.

Warmest regards.

Dr. Aguinaldo Jaime
Governor

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1576

TOTAL PAG.01
PSI-Amouzou-08-0317

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

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Others, no one shareholders has 5% or more of shares	33.75
Name of Corporate Officers	Title (e.g. Chairman/Vice/Deputy chairman/President/Chief Executive Officer, Chief Financial Officer and those Members of the Board or others with direct influence over the operations of the entire organization)
José Carlos Paiva Ana Paula Gray José De Lima Massano Victor Cardoso	Chairman of the Board Vice-Chairman of Board CEO Finance Manager
Total Number of Employees:	556 (client's 2005 Annual Report)
Where is the Client incorporated:	ANGOLA
Year Established:	1996
What is Client's Rank in country (asset based):	3 (Banker's Almanac)
How many branches /offices does Client have:	29 (Banker's Almanac and client's 2005 Annual Report)
Where are the branches /offices located:	1 in Lisbon, Portugal, 15, Angola
For Foreign Financial Institutions only: Indicate nature of Client 's business: (select all that apply):	Commercial/Retail Banking
Indicate reporting agency or supervisory /regulatory body (ies) in the country (ies) of operation:	Banco Nacional de Angola
List license type	Year of Issuance, Country of Issuance
General	2004 ANGOLA
Is Client's Shareholders' Equity 25 Million USD or more ?	● Yes ○ No
Has the Client been under the same ownership for last 10 years (or 5 years if in a High Risk Country)?	○ Yes ● No
Is the Client or its Parent State Owned? (Answer "yes" if the government has the largest ownership percentage)	○ Yes ● No
Please list principal affiliates which have relationships with HSBC:	na
If the Client or affiliates have other Accounts with HSBC entities, provide the country in which each account is located:	[redacted] 8/8/00 For security of the credit cards account 10/27/06 Visa settlement account HSBC JOR

III. Referral Information

How was the Client introduced to the bank ?	By Lotta Capital Partners, in Africa
By whom:	Mr. Graham Hurst, Director
Is a CIF form or a CIBM KYC Profile from a referring office in the Client file ? (if the client was referred from another HSBC entity /office)	● Yes ○ No
Global Relationship Manager (GRM) or Country Relationship Manager (CRM) recommendation received and in Client file ?	● Yes ○ No
If yes : name of GRM or CRM:	Abijah Danko
If yes, date:	10/05/2006
Name of Sales/Marketing/Trading person assigned to Client:	Kevin Martyn
Name of Relationship Manager (RM) for KYC Approval:	Beth Fisher

IV. Visitation

General Visitation :

Was a Client Site Visit performed ?	● Yes ○ No

Visitation Details :

	Most Recent Site Visitation	Prior Site Visitation

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

Date of visitation:	03/15/2007	03/16/2006
By Whom:	Gyanen Kumar, Reg BN Head Americas, Glenda Wagner, Sales/Mark and Trading	Kevin Martyn, Sales, Abijah Darko, GRM
Purpose - Banking Products/Services discussed:	Client meeting at Angola	HSBC PCM proposal/Trade lines
Is call report in Client file?	● Yes ○ No	● Yes ○ No
Comments - provide other details regarding visitation (e.g.: Client contact name and title, documentation reviewed)	On site visit with client attendees, Victor Cardoso- Manager, Gisela Fonseca, and Eduardo Rodrigues- Manager of Dept. of Central Treasury.	On site visit, Client attendee: Luis Pisoeiro, Finance Manager

V. Purpose/Nature of Activity

Transactions	Expected Frequency	Transactions	Expected Frequency
ACH (Clearing House)	Occasionally	Money Market	
ARP (Account Reconciliation)		Securities Lending	
Asset Management		Swaps	
Check Collection (Cash Letter)		Sweep Overnight Investment	Occasionally
Checks/Demand Drafts		Time Deposits	Monthly
Clearing (Funds Transfer)	Daily	Trading - Banknotes *	See Banknotes Activity Section
Commercial Line		Trading - Bonds	
Commitments		Trading - Derivatives	
Control Disbursement		Trading - Emerging Markets	
Current Account	Bi-Weekly	Trading - Equities	
Derivatives		Trading - Fixed Income	
Factoring		Trading - Foreign Exchange	
Forward Rate Agreements		Trading - Futures	
Globalization		Trading - Securities (Treasury)	
Guarantees (CD offset, Deposits)		Trading/Lending - Precious/Base Metals	
Intra Day Exposure Limit		Zero Balance Account	
Letters of Credit / Bankers Acceptances			
Loans			
Lockbox		Other: Credit Card	Daily

* Refer to Client's file for anticipated volume of activity.

Managing for Value - Client's Profitability for HSBC (Annualized revenue - actual or anticipated in USD equivalent) This is required for all PCM clients	744,130

Indicate HSBC office where Banknote transaction activity will be conducted?	New York

VI. Financial Summary

All financial data reported below should be in USD equivalent for comparison purposes globally (e.g., no non-USD currencies and denominated in actual USD dollars)	
Financial Statement date	12/31/2005
Currency (Local)	ANGOLAN KWANZA
Exchange rate (per USD)	0.011230
Denomination	Actual
Assets	1,282,789,000

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

Shareholders Equity?	90,818,000
Net Income?	27,052,000

VII. Documentation Checklist

List of Authorized Signatories and/or Corporate Resolution in Client file?	Yes / No
If Yes, Are Signatures Verified? If No, Explain!	Signatures are housed in Buffalo
Current Annual Report (Form 10-K) or Financial Statement in Client file?	Yes / No
Indicate Banking References and Relationship (USD)?	KBC Bank - Belgium 5/03
Indicate Bank References (Name, Country, Date and Relationship)?	Commerzbank 6/03
Bank Reference documentation in Client file (for Clients located in High Risk Countries)?	Yes / No

Bank Client and Not a Central Bank

Copy of Banking License in Client file?	Yes / No

Foreign Bank Client and Not a Central Bank

FBO USA Form FR Y-7 Documentation in file?	Yes / No
Certificate Verification data received by HSBGB	09/20/2006
Is Certificate Verification Current? (Certification was executed/signed by customer required by UST Treasury every 3 years)	09/20/2006

VIII. Summary of Reasons

We have reviewed the information provided above in the context of the bank 's "Know Your Customer" policy and "due diligence" requirements and criteria . Based on the following summary of reasons , we feel comfortable recommending this client for banking business .

Purpose - Explain the purpose of this account / Client relationship and summarize the anticipated activity :

Purpose of account is Funds Transfer and Banknotes activity.

Revenue generated by PCM during 2006 was $744,130. Combined BAI gross revenues (HBUS PCM/BN and HSBC Johannesburg) based on the HORIS report provided by the GRM for year ending 2006 was $1,492,400

****

These accounts exist on our books:

[redacted] - Wire transfer - ACH- Sweep- Bank Notes

[redacted] - ACH, (41) Credit Cards Expense Account- For reimbursement of CC expenses, funded monthly, monitored and reported weekly

[redacted] - Visa Settlement Account - For the purpose of Visa Settlement Transactions only (opened on 10/27/06)

HSBC issues credit cards to BAI. These cards are 100% cash collateralized; the collateral is kept in a blocked account on our books. There is an account set up especially for the credit cards expense and the account is debited monthly for the full payment of the cards. The cards have a $10,000 limit. The cardholders are in turn, high-end clients of BAI. They are executives of oil and diamond companies; executives of banks; and some government officials.

Compliances email request dated 5/22/07 triggered the implementation by Cynthia Maine of Commercial Cards of more controls under the "Credit Card Program" for BAI. Per Cynthia Maine, for all Charge Cards that are to be sent to Clients located in high risk countries prior to complying with the Clients request to issue said card in a given name the name will be scanned by the OFAC team in Buffalo against OFAC and other internal "Watch Lists".

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OFAC/World Check and other internal watch lists would identify any notable names of BAI's customers who are politically exposed individuals.

Ownership - Comment on the owner 's / principal's background , history and reputation :

Banco Africano de Investimentos (BAI), S.A.R.L. has its head office in Luanda, is a privately owned bank and a part of its shareholders are non Angolan residents. The bank was set up on 13 November 1996 and started its commercial operations on 4 November 1997. (Source: Clients Annual Report 2005)

BAI shareholders with 5% or more are as follows:

BAI Own Shares (Treasury Stock) 11.75%

****

Sonangol, Luanda, 8.5%

On the eve of Angola's independence from Portugal following the election of a modern European government in Portugal in 1976, the company ANGOL (ANGOL Sociedade de Lubrificantes e Combustiveis sarl subsidiary of Portuguese company SACOR) was nationalized and split in two, forming Sonangol U.E.E. and Direcção Nacional de Petróleos. Directive 52/76 instituted Sonangol as a state-owned company with a mandate to manage the country's substantial petroleum and natural gas resources.

Using the extant remains of Texaco, Fina, Shell and Mobil's oil works, Sonangol obtained the assistance of Algerian oil experts and of the ENI-Italian Oil Group. As of 2006, Sonangol has over 30 subsidiaries and maintains overseas facilities in the following cities Hong Kong, China, Houston, USA, London, England, Singapore City, Singapore.

As the company grew, so did its need to obtain services such as telecommunications, retail network support, trucking, shipping, data management, scientific, engineering, seismic, and others. The company created subsidiaries to meet these needs. Sonangol and its many subsidiaries have continued to expand, into other lines of business. Among the more important subsidiaries are Sonair, MSTelcom and two banks, Banco Africano de Investimentos and Banco do Comércio e Indústria.

Sonangol is an important sponsor of the arts, sports and humanities in Angola and in Africa.

(source: http://en.wikipedia.org/wiki/Sonangol_Group)

Note: On Aug 20 1999 Sonangol U.E.E. officially changed their name to Sonangol E.P.

As highlighted in the general comments section, while the ROF found no evidence of money laundering terrorist financing or other substantive criminal activity regarding BAI, its ownership or its top executives, FIG noted that BAI should be considered for classification as a SCC since one of its major shareholders, Sonangol (owned by the Government of Angola), and one of its Directors, Manuel Domingos Vicente, were listed on World-Check as a Politically Exposed Persons (PEP).

George Tsugranes (LCO) concluded that SCC status was not warranted as Sonangol's stake is not very large (and 1 of 8 owners with 5% or more) and the fact that the director noted is not apparently involved in the day-to-day operations (LCO's email dated May 10, 2006 is on file).

Furthermore, Abijah Darko (GRM) confirmed that Sonangol's ownership is limited to 8.5% and that BAI Chairman's beneficial ownership in Arcinella and Sforza, both Special Purpose Vehicle (SPV) companies are purely as a result of his role as Chairman. The shares are being held temporarily, in effect on a custodial basis by the Bank until final shareholder registrations can be concluded. The shareholders are (and will be) individuals of Angolan nationality with the intention that no one individual will have a shareholding more than 1%.

****

Investec Bank Ltd, South Africa, 7.5%

Investec is an international specialist banking group that provides a diverse range of financial products and services to a niche client base in two principal markets, the United Kingdom and South Africa, as well as eight other countries, including Australia.
The group has approximately 4 300 employees in offices around the world. Its five principal areas of business are Investment Banking, Treasury and Specialized Finance, Private Client Activities, Asset Management and Property Asset Management.

Since inception in South Africa in 1974, Investec has expanded through a combination of substantial organic growth and strategic acquisitions. Central to achieving its mission to be a distinctive specialist banking group driven by commitment to its core philosophies and values, Investec became the first South African banking group listed in both the London and Johannesburg stock exchanges by implementing a Dual Listed Companies structure in July2002.(SOURCE: WWW.INVESTEC.COM)

****

Arcinella - Assets, SA., 7%

Arcinella Assets is an investment services firm. The above shareholder was created as special purpose vehicle and there are various individuals with interests in this firm. I have confirmed that there is no single individual with shareholding of5% or more. BAI advised

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

that in the course of 2007 they will be disclosing the individuals holding shares in these SPVs (source email dated 12/12/06 from Abijah Darko, GRM).

Subsequent to the above and per Compliance's request, BAI's response regarding Arcinella's beneficial ownership information follows

"We are pleased to provide the following information pursuant to your request Please note this information is provided to HSBC on a confidential basis with the understanding this is not to be transmitted to persons outside the bank except as may be required by law. Shares in BAI are not traded on any public stock exchange.

Re: KYC
HSBC Compliance Unit request for a listing of the shareholders or names of the beneficial owners of Arcinella Assets S.A. and Sforza Properties (British Virgin Islands).

Both Arcinella and Sforza are special purpose companies, the beneficial ownership of which is Mr. Jose Paiva, in his role as Chairman of BAI. The shares are being held temporarily – in effect on a custodial basis – by the Bank until final shareholder registrations can be concluded. The shareholders are (and will be) individuals of Angolan nationality with the intention that no one individual will have a shareholding more than 1%.

This is in line with the Bank's strategy, and also the strategy of our main shareholder Sonangol, to encourage and to facilitate on an orderly basis share ownership by private individuals over time as they are able to generate wealth and then purchase shares As you know there is not yet a public stock exchange operating in Angola Nevertheless, BAI is endeavoring to achieve a broader distribution of our shares until such time this public vehicle does commence operation"
(source: email dated 1/11/07 from Abijah Darko, GRM)

****

Sforza Properties (British Virgin Islands), 6.5%

This company is involved in the real estate industry. The above shareholder was created as special purpose vehicle and there are various individuals with interests in this firm I have confirmed that there is no single individual with shareholding of5% or more. BAI advised that in the course of 2007 they will be disclosing the individuals holding shares in these SPVs (source email dated 12/12/06 from Abijah Darko, GRM).

Subsequent to the above and per Compliance's request, BAI's response regarding Sforza's beneficial ownership information follows

"We are pleased to provide the following information pursuant to your request Please note this information is provided to HSBC on a confidential basis with the understanding this is not to be transmitted to persons outside the bank except as may be required by law. Shares in BAI are not traded on any public stock exchange.

Re: KYC
HSBC Compliance Unit request for a listing of the shareholders or names of the beneficial owners of Arcinella Assets S.A. and Sforza Properties (British Virgin Islands).

Both Arcinella and Sforza are special purpose companies, the beneficial ownership of which is Mr. Jose Paiva, in his role as Chairman of BAI. The shares are being held temporarily – in effect on a custodial basis – by the Bank until final shareholder registrations can be concluded. The shareholders are (and will be) individuals of Angolan nationality with the intention that no one individual will have a shareholding more than 1%.

This is in line with the Bank's strategy, and also the strategy of our main shareholder Sonangol, to encourage and to facilitate on an orderly basis share ownership by private individuals over time as they are able to generate wealth and then purchase shares As you know there is not yet a public stock exchange operating in Angola Nevertheless, BAI is endeavoring to achieve a broader distribution of our shares until such time this public vehicle does commence operation" (source: email dated 1/11/07 from Abijah Darko, GRM)

****

Dabas Management Limited, 5.0%

This company is an investment services firm. This shareholder was also created as special purpose vehicle BAI has asked that we maintain confidentiality of the beneficial owner, and that this information be contained within our Compliance/KYC unit. BAI has disclosed that the beneficial owner of Dabas Management Ltd is José Paiva whom is also Chairman of the Board The SPV was created to allow this individual, who is well-known in the Angolan market, some privacy in relation to this investment (source email dated 12/12/06 from Abijah Darko, GRM)

****

Amercon International, (Amer-Con) 6%

AMER-CON Corporation is a diverse trading company with proven experience in almost every continent around the globe with customers of all types-including governmental entities and private enterprises

Amer-Con's services include:

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- Advising customers of all available options to fulfill any requiremen.
- Assistance in obtaining financing for its credit-worthy customers.
- Procurement of products at the most competitive prices in the countries of their origin
- Monitoring of required pre-shipment licenses and inspections.
- Shipment of the products by the most cost-efficient method available to meet the customer's delivery schedule.
- Assistance with local import regulations, where necessary.
- Local haulage to final delivery

AMER-CON CORPORATION is one of the original members of the US- Angola Chamber of Commerce, of which Carlos Rapaport, President of Amer-Con, is one of the directors. (Source:http://www.amer-con.com/frame.htm)

****

ABL 5%

This is a trading company. This shareholder was also created as special purpose vehicle BAI has asked that we maintain confidentiality of the beneficial owner, and that this information be contained within our Compliance/KYC unit. BAI has disclosed that the beneficial owner of ABL is Manuel Vicente, who is a member of the Board and President of Sonangol (an 8.5% shareholder in BAI). The SPV was created to allow this individual, who is well-known in the Angolan market, some privacy in relation to this investment.(source email dated 12/12/06 from Abijah Darko, GRM)

****

Theodore Gilleti 5% shareholder

This is one of BAI's board members and a long-time banker, and he even worked with Bank of New York during his career. He has been with BAI as a board member for nearly seven years. Since Mr. Giletti has been a banker and businessman for a number of years, he purchased these shares through his own funds.

****

Mario Palhares 5%

Mr Palhares is currently the Chairman of Banco de Negocios Internacional(BNI) and owns 45% of the bank. BNI is a newly established HBUS banking relationship which began its operations in Angola in November2006.

Education: Economics Degree

Professional Background:

4 years as Vice Governor – Banco Nacional de Angola (Central Bank)
3 years as Director of the Board– Banco Nacional de Angola (Central Bank)
7 years as Chairman of the Board and Chief Executive Officer - Banco Africano de Investimentos (Note: existing HBUS PCM client relationship)

Source of wealth: Prominent Businessman in areas such as Banking and Industry (shareholder of Banco Africano De Investimentos)

ROF dated 1/15/07 found the following information on Mario Abilio Moreira Palhares

Several sources reference Palhares as the chairman of the African Investment Bank (BAI) managing board. Africa investment bank is an official body of the African Union, an organization of 53 African states established in 2001 (Liquid Africa, Load date: 11/17/06; Africa News, Load date: 11/05/04; Africa Energy Intelligence, Load date: 12/05/03).

GRM Abijah Darko's email dated 3/21/06 on file notes that Mario Palhares is the former Chairman of Banco Africano de Investimentos Banco Africano de Investimentos and Banco de Investimentos Africano (African Investment Bank) are not the same entity and the latter was indeed created by the African Union as one of its financial institutions but the bank is not operational yet

****

Others, 33.75%

no one shareholders has more than 5% of ownership

Management - Comment on the Client 's professionalism , expertise , experience , and education of senior officers / executives :
José Carlos Paiva, Chairman of the Board

Mr. Paiva has been with Banco Africano de Investimentos for ten years, and he is a non-executive Board member. He studied Business Management during his college career in his native Angola He has worked for Sonangol for a number of years and he is currently the Managing Director of Sonangol Ltd., London. (source: email dated 10/25/06 from Abijah Darko, GRM)

Note: Jose Paiva is currently the majority shareholder with 18.5% through his holdings in Arcinella- Assets, SA. (7%), Sforza Properties (British Virgin Islands) (6.5%), and Dabas Management Limited, 5.0%

****

Ana Paula Gray,Vice-Chairman of the Board

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

Academic Qualifications:

Bachelor of Commerce, (University of South Africa). Honours in Commerce, Accounting Science. Master in Business Administration (MBA) (University of the Witwatersrand)

Chartered Accountant (South Africa)

Languages: English, Portuguese, Some French

Working Experience:

1982 - 1984 - Saficon Investments Ltd (Head Office)
Internal audit manager

1985 - 1988 - Cargo Motors (A subsidiary of Saficon Investments Ltd)
Financial Manager

1989 - 1991 - Ernst & Young
Auditing (Articles required for the Chartered Accountant qualification)

1992 - Gordon Schachat Investments
Responsible for the management of several investments held by the shareholder

1993 - 30 June 1994 - University of the Witwatersrand Business School
Studying an MBA Full Time

1 July 94 - Dec 2001 - Investec Bank Limited - Johannesburg
Manager - Emerging Markets Finance Division

As from November 1996 - Non Executive Director of Banco Africano de Investimentos SARL

2002 - Investec Bank UK - London
Treasurer

2003 - Investec Bank Hong Kong Pty - Hong Kong
Responsible for the establishment of a physical presence for the bank in Hong Kong

2004 to date - Banco BAI Europa, SA - Lisbon
Executive Director
(source: email dated 10/25/06 from Abijah Darko, GRM)
****

José de Lima Massano, Chief Executive Officer

Mr. Massano studied Finance and Economics at two Angolan universities before he went to Manchester, UK to obtain his degree Finance and Accounting. He completed his Master's of Business Administration and Internal audited in London in1996.

Mr. Massano worked with Ernst & Young in London in the division responsible for the auditing of Financial Institutions. Some of his clients included Barclays, and Bankers Trust. He later went to work as a Financial Analyst at Texaco. Mr. Massano went on to work for Banco de Poupança e Crédito for a number of years, and he was an Executive Director working closely with their Financial Markets/Accounting department.

He moved from BPC late 2005 where he became an Executive Director at BAI. At the beginning of 2006 Mr. Massano was appointed Chief Executive Officer of BAI. (source: email dated 10/25/06 from Abijah Darko, GRM)
****

Victor Manuel de Faria Cardoso, Finance Manager:

Victor studied Business Management and Economics at the Instituto Superior de Linguas e Administração in Lisbon Portugal. Victor participated in a number of internships with Caixa Geral de Depositos and Montepio in Portugal. He returned to Angola and began his career as a Financial Analyst at Banco de Poupança e Crédito in Luanda Angola. He worked in the dealing room and was subsequently served as Head of the Dealing Room at BPC. He was promoted to Assistant Finance Manager before assuming the Finance Manager position at Banco Africano de Investimentos. (source: email dated 10/25/06 from Abijah Darko, GRM)

Visitation - Summarize Information obtained from Client visitations and discussions (Call Reports, etc):
On site visit, 03/15/2007 by Gyanen Kumar- Reg BN Head-Americas, and Glenda Wagner- Sales/Mark and Trading with client attendees: Victor Cardoso- Manager, Gisela Fonseca, and Eduardo Rodrigues- Manager of Dept. of Central Treasury.

BANKNOTES ACTIVITY

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

- BAI banknotes activity: 2006 USD 490,000,000
EUR 11,000,000
ZAR 16,000,000

2005 USD 30,000,000
EUR 3,928,068
ZAR 8,000,000
GBP 1,100,000

The increased volume in BAI's banknotes activity since 2005 is because they resumed utilizing our services to meet their banknotes needs after a period of 14 months. During the period from Feb 2005 thru March 2006 BAI was ordering their USD from Standard Bank, South Africa. We are now their sole provider of USD Banknotes.

MEETING
- Discussed with the Treasury Manager Mr. Rodriguez, Teleservices procedures when delivering banknotes to BAI's facilities BAI will ensure the Customs Representative is present at the time of the delivery by Teleservices so an immediate bulk count of the shipment can be completed. We advised BAI that if the Customs Rep is not present, Teleservices cannot wait for them due to other commitments.

- Discussed pricing for shipments over 20 mio. Agreed that if BAI orders 40 mio per week (Tues - Sat), their second 20 mio rate will be at .68 per mille. Value date will remain the same, Friday's for Tuesday delivery and one day prior to ship date (Mon) when delivering on Thursday.

- BAI will sign an exclusive 5 year Service Agreement in return for giving them a rebate of the US$150,000 for the first 12 months of business retroactive to Jan 1, 2007. Will prepare and send exclusive agreement

- Referred us to new prostpect Banco Privado Atlantico - Carlos Silva, previously at BESA.

KYC/AML
BAI has established internal policies pertaining to identifying clients and reporting unusual activity to its compliance officer

The Central Bank of Angola is currently working to finalize the AML Policy for the financial institutions in Angola Currently the draft policy is with the Justice Department who will determine the legal action and penalties in the event of any violations of the policy

SUMMARY
BAI's primary reason to order USD banknotes is to allow the foreign corporation workers in Angola to withdraw their salaries in USD cash. They have a very large pool of corporate clients due to one of its major shareholders being Sonangol The EUR is to supply Angolans traveling to Europe, mainly to Portugal, and the ZAR is for the travels to South Africa. Both EUR and ZAR are for their retail clients.

BAI is very satisfied with our services overall. They will work with Teleservices and Customs to ensure prompt and smooth delivery. They are eager to sign the exclusive agreement and receive the rebate of US$150,000. Exclusive service agreement is being prepared.

Does the Client have KYC and Anti-Money Laundering (AML) policies and procedures documented?	Yes No	
Yes, has a copy been filed in the Client file? (Required if Client is in a High Risk Country)	Yes No	
Does the Client's KYC and AML Policies and Procedures require identification documentation and verification when opening an account?	Yes No	
Does the Client have a screening process regarding the procedures for the establishment of new accounts (including obtaining information on the source of funds)?	Yes No	
Does the Client offer accounts or services to anonymous customers?	Yes No	
Does the Client have an ongoing system in place to monitor and report suspicious activity?	Yes No	
What are the procedures when unusual transactions are detected as a result of the Client's ongoing monitoring process?	Whenever unusual transactions are detected, they are reported to Business Heads and the Internal Audit/Legal areas. The issue would be escalated to the Board as needed, and from there it would be reported to the Central Bank and to the national agency responsible for investigation of financial crimes (source: KYC questionnaire)	
How are the Client's KYC and AML Policies and Procedures communicated and enforced in the Client's network of domestic and foreign offices?	Client's KYC and AML policies and procedures are communicated to domestic and foreign offices by means of circulars (source: KYC questionnaire)	

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

Does the Client have a formal / independent Anti-Money Laundering Compliance function ?	● Yes ○ No
If yes, does the Client provide Anti-Money Laundering Training to its employees ?	● Yes ○ No
If yes, how often is this AML training provided and to whom	At least once a year. This responsibility rests mainly with the Legal Department and Internal Audit who are responsible for providing AML training to the bank's employees (source: KYC questionnaire)
Comment on the Client's KYC and AML practices (past, present and/or future):	Client has in place written KYC and AML policies and procedures (copy has been requested). All individuals are required to provided ID and residential details during the account opening request. Companies are required to provide copies registration documents, information on shareholding, and copies by-laws as part of the account opening process. These requirements are stated on BAI's account opening checklist/documents. The bank's Legal Department is responsible for reviewing all account opening requests. Only upon approval by Legal are accounts opened. (source: KYC questionnaire)
Does the Country the Client is located in have KYC and AML laws and regulations ?	○ Yes ● No
If no, why not	Angola currently has no comprehensive laws, regulations, or other procedures to detect money laundering and financial crime although some such crimes are addressed through other provisions of the criminal code. For example, Angola's counternarcotics laws criminalize money laundering related to narcotics-trafficking. There is a draft law to reform the banking sector that contains provisions against money laundering that are consistent with international standards. The Government of Angola expected the law to pass before the end of 2006. According to correspondence received from the GBM Abijah Darko, the Central Bank of Angola-BNA is still working on their formal Anti-Money Laundering law, and the parties leading this project include the Banking Supervision and the Judiciary Departments. Though BNA has been addressing this issue, the process has been slow as there are four to five areas of the Bank and the Government involved in the review and approval of the legislation. BNA continues to subscribe to FATF regulations and commercial banks within the country are expected to comply. The Central Bank of Angola has the authority to freeze assets, but Angola does not presently have an effective system for identifying, tracing, or seizing assets. Angola is party to the 1988 UN Drug Convention. Angola has signed but not yet ratified the UN Convention against Transnational Organized Crime. Angola has not signed the UN International Convention for the Suppression of the Financing of Terrorism. It has ratified the African Union Anti-Terrorist, Anti-Mercenary, and Money-Laundering Accord.
Sources used for Country KYC, supervisory regime and AML information are set out in the HBUS AML Country Risk List. Please refer to the KYC User Guide.	

Has the Client been audited ?	● Yes ○ No
If yes, date:	05/17/2006
If yes, by whom (Audit Firm):	Ernst & Young Audit & Associates. Auditor's report is favorable.
Does the Client have a credit rating ?	○ Yes ● No

Employing reasonably available information, has due diligence been conducted on the Client's AML record ?	● Yes ○ No
Has negative information been identified ?	

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[illegible]	○ Yes ● No

Has Enhanced Due Diligence been conducted for this High Risk Client/Country which includes Compliance (ICRO) checking OFAC & public databases for the names of the customer, principals/beneficial owners and executive officers?	● Yes ○ No
If yes, has Compliance confirmed that there is no direct adverse information to preclude business with this client?	● Yes ○ No
Date of most recent KYC review	05/10/2006
Department of the Account Manager / Administrator (AM) who prepared this profile	02/14/2007
	Global Payments & Cash Mgmt

Signature Section

Account Manager / Administrator (AM) Approval	Princely P. Muro 02/14/2007 10:08 PM
Client Services / Manager (CS) Approval	Gillian E Bachstein 02/28/2007 08:50 AM
Functional Head of Business / Executive (IS) Approval	Bob Shetty 04/02/2007 04:12 PM
Relationship Manager (RM) Approval	Not Required
Institutional Banking / Team Leader (IB) Approval	Beth Fisher 04/02/2007 04:41 PM
Regional Money Laundering Control Officer (CO) Approval	Alan T Kelley 06/08/2007 03:26 PM

APPROVE/DENY HISTORY:

Created: 05/29/2001 10:20:20 AM Converted from Epic

05-23-2001 14:56 PM Created by: <EPIC to KYC Conversion Process>

<Address>:

Rua Major Kanhangulo No. 34
Caixa Postal 6022
Luanda
ANGOLA

<Status>	:R - Modified - Needs Re-Approval
<Client Name>	:BANCO AFRICANO DE INVESTIMENTOS
<Acct_offr_code>	:342641
<Acct_offr>	:
<Approval_acct_officer>	:*** Henderson, Vivian *** 7/24/98 12:32:06:563
<Unit_offr_code>	:342633
<Unit_mgr>	:
<Approval_unit_mgr>	:*** Sandberg, Job *** 7/24/98 12:22:30:18
<Exec_dept>	:
<Approval_exec_dept>	:
<Legal_dept>	:
<Approval_legal_dept>	:
<Legal dep comments>	:

AM Approved: (Old Status In Process), 11/26/2001 12:33 PM: Jennifer Toussaint-Cali
No Comments

RM Denied: (Old Status AM Approved), 11/30/2001 06:30 PM: Beth Fisher
Pls amend:
1. SWIFT = BAIP AO LU
2. Employees = 86
3. Rank in country = 2
4. Banking relationships – add CITIBANK.

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

5. Financial Section – Denomination = thousands.
6. In Summary of Reasons: Pls add a comment about careful KYC procedures for Corporate Credit Card program
7. In Summary of Reasons (In Ownership paragraph) – mention Sonangol as a major shareholder, and explain that it is govt-owned oil company.

AM Approved: (Old Status RM Denied), 12/14/2001 04:52 PM: Jennifer Toussaint-Cali
No Comments

Approved: (Old Status AM Approved), 09/06/2002 05:37 PM: Manwei Huang
No Comments

In Process: (Old Status Approved), 09/12/2002 10:37 AM: Becky Goodwin

Name of principals changed from: [SONANGOL (ANGOLA),GRUPO CREDITO AGRICOLA (PORTUGAL),SERVICE GROUP (ANGOLA),INVESTEC BANK (SOUTH AFRICA),AMERON (UNITED STATES OF AMERICA),BANCO PINTO E SOTTO MAYOR (PORTUGAL),DABAS MANAGEMENT (FRANCE),BRENCO INTERNATIONAL (FRANCE),MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL),MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA)] to: [SONANGOL (ANGOLA),Credito Agricola Group, Lisbon, ,Investec Bank Ltd, Sandton, ,Amer-Con, Miami ,Banco Comercial Português SA, Porto, ,DABAS MANAGEMENT (FRANCE),BRENCO INTERNATIONAL (FRANCE),MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL),MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA),Endiama]
Ownership percentage changed from: [19,10,8,7.5,6,5,5,4,6,4.5] to: [17.5,10,7.5,6,5,5,4,3,3,3]
Country rank changed from: [n/a] to: [1]
Reason changed from: [This information was obtained from the International Narcotics Control Strategy Report dated March2001.

"Money Laundering does not appear to be a significant problem in Angola because of its poorly developed financial sector In December 2000, Angola signed the UN Convention against Transnational Organization Crime "

Angola is considered as a "no-priority" country by the US State Department. Angola is an extremely difficult country to do business in which, combined with the country's strict exchange control regulations, makes money laundering a practical impossibility. Even so, themanagement of Banco Africano de Investimentos (BAI) is aware of international money laundering concerns and would be able to spot suspect transactions were they to come through. They require full identificationof all their customers and are obliged to report suspicious transactions to the BNA (Central Bank)

HSBC issues credit cards to BAI. These cards a 100 per cent cash collateralized; the collateral is kept an a blocked account on our books. There is an account set up especially for the credit cards expense and the account is debited monthly for the full payment of the cards. The cards have a $10,000 limit. The cardholders are in turn, high-end clients of BAI. They are executives of oil and diamond companies; executives of banks; and some government officials.

Management:
Banco Africano de Investimentos' senior management are experienced professionals. The bank is managed by an Executive board with the following composition: Dr. Jose Manuel Serrao, Portuguese. - Dr. Mario A. Palhares, Angolan. Very well known to us, for over three decades, in his function as Senior Director of the Banco Nacional de Angola the central bank of Angola. Dr. Jaime Aguilar, was one of the founder and the president of BAI until 2000 when he left to assume his new position as Governor of Banco Nacional de Angola (the Central Bank).
Dr. Palhares recently left the BNA to play a leading role at BAI. - Mr. Theodore Giletti, if British with extensive financial backgrouind Mr. Ricardo D'Abreu, the director as a dynamic young Angolan who studied for his MBA in International Finance in Bath UK.

Ownership:
Banco Africano de Investimentos' equity has been subscribed by 28 shareholders of different nationalities, with the following geographical distribution: 4 Angolan Shareholders 36% the major one being Sonangol. This is the Government owed oil drilling company of Angola. 17 Portuguese Shareholders 36% 7 Foreign (non-Portuguese Shareholders) 28% Among the shareholders, INVESTEC Bank South Africa holds 7.5% Grupo Credito Agricola, Portugal holds 10% Banco Pinto Sotto & Major, Portugal holds 5%

In our best judgement the bank adheres to the policies and practices established by the Central Bank which requires that banks 1) request identification and know the background of each and all of their clients 2) ensure that funds going through their bank do not originate from illegal sources; verify source of funds 3) monitor transactions for that purpose.
] to: [This information was obtained from the International Narcotics Control Strategy Report dated March2001.

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the cards. The cards have a $10,000 limit. The cardholders are in turn, high-end clients of BAI. They are executives of oil and diamond companies; executives of banks; and some government officials.

Management:
Banco Africano de Investimentos' senior management are experienced professionals. The bank is managed by an Executive board with the following composition: Dr. Jose Manuel Serrao, Portuguese. - Dr. Mario A. Palhares, Angolan. Very well known to us, for over three decades, in his function as Senior Director of the Banco Nacional de Angola the central bank of Angola. Dr. Jaime Aguilar, was one of the founder and the president of BAI until 2000 when he left to assume his new position as Governor of Banco Nacional de Angola (the Central Bank).
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In our best judgement the bank adheres to the policies and practices established by the Central Bank which requires that banks 1) request identification and know the background of each and all of their clients 2) ensure that funds going through their bank do not originate from illegal sources; verify source of funds 3) monitor transactions for that purpose.
]
Other Accounts changed from: [000124397 For security of the credit cards account] to: [000124346 - 8/8/00 For security of the credit cards account 000124354- cash collateral]

AM Approved: (Old Status In Process), 09/12/2002 10:38 AM: Becky Goodwin
financials, ownership updated

Approved: (Old Status AM Approved), 11/26/2002 06:24 PM: Manwei Huang
No Comments

In Process: (Old Status Approved), 02/25/2003 01:44 PM: Becky Goodwin

Client Category changed from: [] to: [Foreign Financial Institution]
Source of Wealth changed from: [0] to: []

AM Approved: (Old Status In Process), 06/12/2003 11:26 AM: Becky Goodwin
No Comments

CS Approved: (Old Status AM Approved), 06/17/2003 10:05 AM: Sharyn Malone

They do not have documented KYC policies, but do have account opening procedures.

IS Approved: (Old Status CS Approved), 06/23/2003 03:50 PM: Christopher Lok
No Comments

IB Approved: (Old Status IS Approved), 07/14/2003 06:26 PM: Rita Gonzalez
No Comments

Approved: (Old Status IB Approved), 08/27/2003 12:03 AM: Carolyn M Wind
No Comments

In Process: (Old Status Approved), 05/13/2004 12:48 PM: Shannon M Jones
Customer is sent back for re-approval

AM Approved: (Old Status In Process), 08/20/2004 02:33 PM: Shannon M Jones
no comments

CS Denied: (Old Status AM Approved), 09/25/2004 11:27 PM: Sharyn Malone

-Was the visitation on the clients premise? Indicate where visitation took place
-Where is the call report from the March 04' visit - this is a requirement to move the profile forward

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AM Approved: (Old Status CS Denied), 09/27/2004 01:57 PM: Shannon M Jones
Visit took place on site. Call report is in their file

CS Denied: (Old Status AM Approved), 12/13/2004 05:50 PM: Sharyn Malone

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-Update OFAC/Worldcheck date and make sure ownership information vs. ownership summary is consistent.

AM Approved: (Old Status CS Denied), 12/15/2004 02:57 PM: Shannon M Jones
updated as requested

CS Denied: (Old Status AM Approved), 12/29/2004 02:37 PM: Sharyn Malone

-As requested

AM Approved: (Old Status CS Denied), 01/07/2005 03:54 PM: Shannon M Jones
No Comments

CS Approved: (Old Status AM Approved), 02/14/2005 06:06 PM: Sharyn Malone
No Comments

IS Denied: (Old Status CS Approved), 02/15/2005 01:18 PM: Christopher Lok
More info on the rest of the shareholders please.

AM Approved: (Old Status IS Denied), 02/15/2005 01:33 PM: Shannon M Jones
Updated shareholder info and EDD findings

CS Approved: (Old Status AM Approved), 02/15/2005 04:06 PM: Sharyn Malone
No Comments

IS Approved: (Old Status CS Approved), 02/22/2005 10:54 AM: Christopher Lok
This client is located in the address as described above. Caixa Postal 6022 refers to a post box located inside the bank's premises, alongside post boxes of other occupants in the same building

IB Approved: (Old Status IS Approved), 02/22/2005 12:34 PM: Timothy Waring
No Comments

Approved: (Old Status IB Approved), 05/25/2005 04:52 PM: Lynda J Cassell
Researched comments from client regarding number of requests concerning pattern alerts. Angola is a high risk country resulting in a lower threshold for 'alerts'. High volumes of transactions create a higher number of alerts. Since Jan04, 25 patterns were issued, 24have been satisfactory responded to. An additional pattern is still be researched by the client

In Process: (Old Status Approved), 06/08/2005 12:06 PM: Shannon M Jones

Name of principals changed from: [SONANGOL, VEE (ANGOLA),Credito Agricola Group, Lisbon, ,Investec Bank Ltd, Sandton, ,Amer-Con, Miami ,Banco Comercial Português SA, Porto, ,Others, no one shareholder has more than 5% of ownership] to: [M & P Associados,SONANGOL, UEE (ANGOLA),Investec Bank Ltd, Sandton, ,Arcinella - Assets, S.A.,Sforza Properties (British Virgin Islands),Dabas Managemente, Limited,Amercon International, Miami ,ABL,Others, no one shareholders has 5% or more of shares]
Ownership percentage changed from: [17.5,10,7.5,6,5,54] to: [24.2,8.5,7.5,7,6.5,5,5,5,31.3]
License Type(1) changed from: [Investment banking license] to: [General]

In Process: (Old Status Approved), 06/08/2005 12:12 PM: Shannon M Jones

Name of principals changed from: [SONANGOL, VEE (ANGOLA),Credito Agricola Group, Lisbon, ,Investec Bank Ltd, Sandton, ,Amer-Con, Miami ,Banco Comercial Português SA, Porto, ,Others, no one shareholder has more than 5% of ownership] to: [M & P Associados,SONANGOL, UEE (ANGOLA),Investec Bank Ltd, Sandton, ,Arcinella - Assets, S.A.,Sforza Properties (British Virgin Islands),Dabas Managemente, Limited,Amercon International, Miami ,ABL,Others, no one shareholders has 5% or more of shares]
Ownership percentage changed from: [17.5,10,7.5,6,5,54] to: [24.2,8.5,7.5,7,6.5,5,5,5,31.3]
License Type(1) changed from: [Investment banking license] to: [General]

In Process: (Old Status Approved), 06/08/2005 12:13 PM: Shannon M Jones

Name of principals changed from: [SONANGOL, VEE (ANGOLA),Credito Agricola Group, Lisbon, ,Investec Bank Ltd, Sandton, ,Amer-Con, Miami ,Banco Comercial Português SA, Porto, ,Others, no one shareholder has more than 5% of ownership] to: [M & P Associados,SONANGOL, UEE (ANGOLA),Investec Bank Ltd, Sandton, ,Arcinella - Assets, S.A.,Sforza Properties (British Virgin Islands),Dabas Managemente, Limited,Amercon International, Miami ,ABL,Others, no one shareholders has 5% or more of shares]
Ownership percentage changed from: [17.5,10,7.5,6,5,54] to: [24.2,8.5,7.5,7,6.5,5,5,5,31.3]
License Type(1) changed from: [Investment banking license] to: [General]

AM Approved: (Old Status In Process), 10/27/2006 02:34 PM: Princely P Muro
GRM Abijah Darko to provide additional background information on the following shareholders with5% >: Arcinella Assets SA (7%), Sforza Properties (British Virgin Islands) (6.5%), Dabas Management Ltd (5%), and ABL (5%).

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

CS Denied: (Old Status AM Approved), 10/27/2006 02:44 PM: Gillian E Bachstein
The primary reason for denying this profile at this point in time is due to insufficient detail on beneficial ownership information As noted above, there are four beneficial owners totaling a significant amont of ownership(23.5%) for whom we have no background information. Other notable factors are

1. Angola has no AML Laws/Regs and are lacking in Procedures for detecting and dealing with money laundering and financial crimes (though there has been some AML efforts in regards to ifs diamond industry).
2. Client's completion of the KYC questionnaire was weak (stated it has AML Policies and Procedures but no copies of such were provided).

A 30-day waiver has been provided by Compliance to facilitate the Visa Account opening process We will need the missing background information on the beneficial owners in order to move this profile along in the approval process

AM Approved: (Old Status CS Denied), 02/14/2007 10:02 PM: Princely P Muro
CS denial comments addressed with the exception of client's translated AML Policies and Procedures. However, an updated HSBC KYC questionnaire was completed and presented by the GRM on2/14/07.

CS Approved: (Old Status AM Approved), 02/28/2007 08:42 AM: Gillian E Bachstein
Client has submitted a more recently completed KYC questionnaire by way of the GRM

IS Approved: (Old Status CS Approved), 04/02/2007 04:11 PM: Bob Shetty
Agree based on GRM support and long standing global relationship Pls reconcile the number of branches and seek a more recent call report.

IB Approved: (Old Status IS Approved), 04/02/2007 04:39 PM: Beth Fisher
As mentioned by Bob, the #s in number of branches & location of branches should match; and it is time for an updated call report In addition, in Transaction Activity, please add the Credit Card program.
Re-approval is recommended based on continued GRM(HSBC South Africa) and PCM support, knowledge, and monitoring.

Approved: (Old Status IB Approved), 06/08/2007 03:26 PM: Alan T Ketley
CO Reviewer and PSRR have extensive correspondence regarding the exact ownership structure of the bank and the investigation as to the degree of ownership exercised by Sonangol Profile should be modified to include this additional detail

The credit card business being offered by PCM needs to have additional controls put in place as regards onboarding and regular OFAC scanning. Customer profile needs to address the risks of the credit card activity. Additional transaction monitoring for this activity has been implemented.

Revision History

Editor	Date	Reason for Update
Kim Zinszer	07/19/2007 11:47:46 AM	added credit card to section V, per request from B Fisher
Anh H Le	07/16/2007 03:23:06 PM	Updated Visitation
Princely P Muro	06/13/2007 04:27:01 PM	Updated Summary of Reasons - Purpose Section per CO approval condition
Princely P Muro	06/13/2007 03:10:49 PM	Updated general comments and ownership sections per COs approval condition
Princely P Muro	02/14/2007 03:58:37 PM	General updates
Princely P Muro	02/09/2007 09:24:26 AM	Updated general comments section
Pierre Nasser	02/06/2007 11:46:32 AM	updates to general comments sect
Princely P Muro	02/05/2007 04:59:20 PM	General updates
Princely P Muro	02/02/2007 05:04:34 PM	General updates
Pierre Nasser	01/18/2007 08:56:14 AM	updated to include new acct in profile

CRR Revision History

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ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01430 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.952

09/11/02 14:44 FAX 2125251300 HSBC BANK USA 001

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	2424
CONNECTION TEL	918606336799
SUBADDRESS	
CONNECTION ID	EQUATOR GLASTONB
ST. TIME	09/11 14:44
USAGE T	00'32
PGS. SENT	2
RESULT	OK

Issuer Services
452 Fifth Avenue
New York, NY 10018-2706

Phone: (212) 525-1316
Fax: (212) 525-1300
Email: frank.godino@US.HSBC.com

HSBC Bank USA

Ronnie Goodwin

Fax

To:	John Kearney	From:	Frank J. Godino
Fax:	860- 633-6799	Pages:	2
Phone:	6826305	Date:	September 11, 2002
Re:	Banco Nacional de Angola	Cc:	

John,

Here is a SWIFT message received today regarding the transfer of the T-Note.

I would rather have a signed letter from the Governor before we release.

Please call me if you have any q

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1577

HSBC-PSI 037330

ph44585 on D330-44585-7600 with DISTILLER
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568402.953

Jonathan - x5893

HSBC

Note
12 Sep 2002 07:38

From:	John Kearney	Tel:	860-533-9999
Title:	Senior Vice President	Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	7911

To: Frank Godino/HBUS/HSBC@HSBCAMERICAS

cc: Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
equator.lds@netangola.com

Subject: RE: Tbills

Frank - Attached is an e-mail from my colleague Liliana de Sousa, who runs our office in Luanda. Her e-mail confirms both the authenticated SWIFT message you received from the Governor of BNA and her subsequent discussion with him.

Accordingly, the T-bills should be transfered pursuant to the instructions received.

Thank you in advance for your assistance in this matter.
John

---------- Forwarded by John Kearney/HBUS/HSBC on 09/12/2002 07:33 AM ----------

"Liliana de Sousa" <equator.lds@netangola.com> on 12 Sep 2002 02:36

To: Rodney Goodwin
cc: John Kearney
Subject: RE: Tbills

As discussed last night over the phone, the Governor travelled to Moxico this morning at 06:00 and he will not be back until late this P.M.

I talked to him yesterday at 09:00 P.M. and he confirmed that he sent the message via SWIFT and would appreciate a prompt action. As you know, the Governor would like very much to have the securities with HSBC USA, however, the entities who will provide the financing want it with Wells Fargo. We should not be disappointed as more business is to come.

Please note that the Governor instructions should be executed urgently. Late in the day I will obtain his signature for our files.

Thanks and best,
Liliana

-----Original Message-----
From: Rodney.Goodwin@equator-africa.Com
[mailto:Rodney.Goodwin@equator-africa.Com]
Sent: quarta-feira, 11 de Setembro de 2002 22:07
To: equator.lds@netangola.com

HSBC-PSI 037306

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1578

ph44585 on D330-44585-7600 with DISTILLER
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568402.954

Cc: John.Kearney@equator-africa.Com
Subject: Tbills

Lili, we spoke with Frank Godino of HBUS. We are faxing you the document we recieved today evidencing the tested SWIFT. The request is that you do you best to have AJ sign off on the SWIFT. Failing that, HBUS would appreciate receiving an email directly from you, via JPK and/or myself, whereby you confirm that you have spoken to AJ and he has agreed with and is an author of the tested SWIFT.

Thanks and best,
Rodney

****
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****

HSBC

Note
12 Sep 2002 17:13

From:	John Kearney	Tel:	860-533-9999
Title:	Senior Vice President	Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	5189

To: Frank Godino/HBUS/HSBC@HSBCAMERICAS

cc: Kevin P Quinn/HBUS/HSBC@HSBCAMERICAS
Jonathan R Weinberg/HBUS/HSBC@HSBCAMERICAS
Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
equator.lds@netangola.com
Donna Lewkowicz/HBUS/HSBC@HSBCAMERICAS

Subject: RE: Tbills

Frank - We discussed this matter directly with the Governor of BNA on 3 separate occasions on Tuesday and Wednesday of this week. The Governor having reviewed the matter in detail, reiterated the instructions that were sent to HSBC USA by authenticated SWIFT. I have copied you with an e-mail from my colleague Liliana de Sousa in this regard.

Accordingly our recommendation is to proceed pursuant to the instructions received from BNA.

Presumably the normal transaction filters (OFAC / ML etc) will be in effect.
Regards
John
Frank Godino on 12 Sep 2002 16:46

Frank Godino on 12 Sep 2002 16:46

Note
12 Sep 2002 16:46

From:	Frank Godino	Tel:	212.525.1316
Title:	Vice President	Location:	8-10 East 40th
WorkGroup:	Corporate Trust	Mail Size:	1645

To: John Kearney
cc: Kevin P Quinn, et al
Subject: RE: Tbills

John,

To confirm our conversation regarding the transfer of BNA's Treasury Bills, I will be delivering the securities to the account of Jan Morton Heger at Wells Fargo Bank, and in turn will close the Collateral Account established pursuant to the August 14, 2002 Collateral Agreement.

I appreciate your help in confirming the delivery instructions, but as I mentioned, it is unusual to deliver corporate customer assets to a personal account.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1579

HSBC-PSI 037220

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568402.956

HSBC

Note
13 Sep 2002 08:50

From:	Jonathan R Weinberg	Tel:	212.525.5893
Title:	First Vice President	Location:	452 Fifth Avenue NY, NY 10018, Floor 27
WorkGroup:	Compliance Cont/Currency	Mail Size:	1376

To: Frank Godino/HBUS/HSBC@HSBCAMERICAS

cc: Kevin P Quinn/HBUS/HSBC@HSBCAMERICAS

Subject: T-Bills / Bank of Angola

Frank:
Just to advise you that I heard this morning from Donna Lewkowicz, compliance officer at HSBC Equator. She advised that she spoke to Barbara Olds, COO of Equator, who also confirmed (after speaking with other senior people at Equator) that the Governor of the Bank of Angola was advised of our concerns about sending the T-Bills to an account in the name of an individual, but that this is how we are to proceed with the transaction.
Jonathan

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1581

HSBC-PSI 037219

ph44585 on D330-44585-7600 with DISTILLER
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WELLS FARGO

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Account W41477598

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Quotes

Enter Symbol(s)

Symbol Lookup

DJIA	8,339.39	-40.02
NASDAQ	1,285.00	5.30

Smart Links

Money Movement Requests

Balances

09/13/02 01:56 PM ET
> Asset Allocation Model

Cash	
Cash	$0.00
Money Market Funds	$100.85
Total	$100.85
Securities *	
Market Value (cash)	$49,927,128.75
Total	$49,927,128.75
Total Account Value	$49,927,229.60

*denotes previous market closing value

System response and account access times may vary due to a variety of factors, including trading volumes, market conditions and system performance.

This is not an official tax record or confirmation. Always refer to your statements and/or trade confirmations for complete and accurate records of your account.

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EXHIBIT #134 - FN 1582

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01436 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.958

Wong, Thomas G.

From: Wong, Thomas G.
Sent: Monday, September 09, 2002 11:37 AM
To: Kings, Simon
Cc: Depagnier, Paul; Chen, Katy M.
Subject: RE: It's a problem!!

Client just spoke to Katy and told her that he is an attorney and wanted her to call Hong Kong to inquire about the transfer. We can send a letter to fire the client if you want. Check with Larry first. This account has been opened a year with some ACH activity and one buy. Please fax me the paperwork at 949-253-4499.

-----Original Message-----
From: Kings, Simon
Sent: Monday, September 09, 2002 11:19 AM
To: Wong, Thomas G.
Cc: Depagnier, Paul
Subject: RE: It's a problem!!

Thomas, Jan Heger 4147-7598 is showing us wierd papers today regarding $50 million Treasuries/Collateral Account/Banco Nacional de Angola/Deed of Assignment/Central Bank of Angola etc, etc(copies coming to you).

Even worse than this he is asking the Premier Banker (Fowzia Temori @ 949. 376-1788) sign a verification of Treasuries to be expected with Wells Fargo Investments. She refused. (He must have assumed that we wouldn't sign anything like that).

How soon can this account be closed?

Simon R. Kings
Financial Consultant Associate
Wells Fargo Investments
949.484.4055
kingss@wellsfargo.com

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- **Are Not Insured by the FDIC or any other federal government agency**
- **Are Not deposits of or guaranteed by the Bank or any Bank Affiliate**
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REDACTED

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EXHIBIT #134 - FN 1584

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568402.959

Wong, Thomas G.

From: Goodrum, Tony
Sent: Monday, September 16, 2002 10:59 AM
To: Wong, Thomas G.
Subject: RE: "Fraud, Jan Heger", 4147-7598

I just spoke to Laura. we suggest you use the mis letter to close and state that your are delivering out the position and sending a check. It can be signed by larry with a copy to laura

---Original Message---
From: Wong, Thomas G.
Sent: Monday, September 16, 2002 10:47 AM
To: Goodrum, Tony
Subject: FW: "Fraud, Jan Heger", 4147-7598
Importance: High

Tony,

What kind of letter should we send to Mr. Heger? I have the standard letter that says your are fired. Is this sufficient? Do you have a special one for positive MIS hits? (Also, Laura will need a copy for reporting purposes)

<< File: youarefired.doc >>

Thank you,

Thomas, 949-253-4448

---Original Message---
From: Nicholles, John
Sent: Friday, September 13, 2002 1:11 PM
To: Wong, Thomas G.; Corbett, Cindy L.
Cc: Wennik, Laura-NW; Depagnier, Paul; Kings, Simon; Stinson, Larry R.; Kwan, Kenneth; Goodrum, Tony; Steiner, Steve-NW
Subject: RE: "Fraud, Jan Heger", 4147-7598
Importance: High

Please be aware that there was a delivery according to MN PCS of $50Million in Treasury strips but that MN PCS Compliance has returned the transaction to HSBC since we have unanswered questions re the base transaction and have refusal rights to return the transaction. Also OFAC indicated to me that since HSBC knows their customer (20 years) and it is Nacional Banco de Anglo and the Central Bank of Angola governor who requested it, it is probably an OK transaction since only certain transactions from named areas and groups are restricted, ones from the Central government/Rwanda are not restricted. However, we would prefer to err on the side of caution since there is always a potential for legal issues with large dollar transactions and the information you received on Mr Heger. I talked to Steven Steiner (sP) and Laura Wennik at PCS in MN and it was recommended also that perhaps we should terminate our relationship with Heger with proper disclosure, given the negative information turned up on him so we can avoid potential involvement in the future.

---Original Message---
From: Wong, Thomas G.
Sent: Friday, September 13, 2002 11:41 AM
To: Corbett, Cindy L.
Cc: Wennik, Laura-NW; Depagnier, Paul; Kings, Simon; Stinson, Larry R.; Kwan, Kenneth; Goodrum, Tony; Nicholles, John
Subject: "Fraud, Jan Heger", 4147-7598
Importance: High

Cindy,

I spoke to Ken McDonald, SR at MIS and he says the 49 million in T-Strips for the account is most likely fraudulent. I faxed him all the docs. There is a positive MIS hit on Jan Morton Heger where he was involved with

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1585

ph44585 on D330-44585-7600 with DISTILLER
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568402.960

another letter of credit scam with another broker-dealer. (Bank of Philippines).

He says since the money is from HSBC per the Banco Nacional De Angola (an OFAC country), we cannot accept the funds. *The account has been restricted* Also he believes the T-Strip delivery is a *FAKE. (someone was probably bribed to send it) Once everything settles down, we will get confirmation that the transfer was in error.

John Nicholles has a copy of the docs & I left a VM for Laura Wennik. Ken McDonald says the next step for this client is to use the brokerage account to print statements, correspondence, online stmts, proving that they have over 50 million with Wells Fargo Investments and use it to perpetrate other scams. All it takes is an unsuspecting employee or branch.

Please advise if I have to do anything else.

Thank you,

Thomas, 949-253-4448

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01439 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.961

.02/25/2008 16:35 4159757109 WELLSFARGO PAGE 35/41

age: 1 Document Name: untitled

```
SPAD 41477598                                          02/22/08 17:08:37 026/001
FUNC FRWD WHO     ITEM                    <<< ACCOUNT SCRATCH PAD >>>
INQUIRY D DATE 12/24/03 ALPHA TAX REPORTING        TYPE ____
          REP: MX01     ACCT: HEGER  JAN M         HEGER  JAN
TEM  DATE  -----ALPHA KEY------
1 12/24/03 TAX REPORTING        |
           12/21/03 IRS LTR REQUIRING W/HOLDING DUE TO CLIENT UNDERREPORTING.
           TYPE:SPAD CHANGED:12/24/03 WHO:LEM
2 09/24/02 REP CHANGE           |
           DF11 09/24/02
           TYPE:REPC CHANGED:09/24/02 WHO:ACT
3 09/16/02 NEWPORT OPS          |
           CLIENT IS BEING FIRED, DISCUSSION WITH BACK OFFICE AND COMPLIANCE,
           MIS HIT IS POSITIVE, ACCOUNT IS RESTRICTED TO SALES ONLY.  STOCK
           POSITION IS BEING ORDERED OUT, DF BRANCH WILL PAY FEE TO ORDER OUT,
           THOMAS WONG, 949-253-4448
           TYPE:SPAD CHANGED:09/16/02 WHO:1TW
4 09/13/02 NEWPORT OPS          |
           NO TRADES IN THIS ACCOUNT, BEING INVESTIGATED FOR SUSPICIOUS
           ACTIVITY, CALL THOMAS WONG, 949-253-4448, DO NOT DISCLOSE THIS TO
           THE CLIENT
           TYPE:SPAD CHANGED:09/13/02 WHO:1TW
F3=ACCT,F4=CLED,F5=DIST,F7=BACK,F8=FRWD
ENTER TO CONTINUE.
```

Date: 2/22/2008 Time: 2:08:41

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1588

PSI-Wells_Fargo-04-0028 028

ph44585 on D330-44585-7600 with DISTILLER

568402.962

WELLS FARGO INVESTMENTS

Private Client Services
5000 Birch Street, Suite 10,000
Newport Beach, CA 92660

September 16, 2002

JAN M HEGER
29402 CASTLE ROAD
LAGUNA NIGUEL CA 92677

Account: # 4147-7598-DF11

Dear Mr. Heger:

Wells Fargo Investment Services, LLC (WFI) has closed the above account because of information provided to us by our consumer-reporting agency. To obtain this information you can contact:

McDonald Information Services, Inc.
215 - 14th Street
Jersey City, NJ 07310

The securities currently in your account will be registered in your name and mailed to the address of record (this process takes a minimum of four to six weeks).

Sincerely,

Larry R. Stinson
Senior Vice President
Regional Sales Manager

09-16-02 P01:16 OUT

Investment Products: • Not FDIC Insured • No Bank Guarantee • May Lose Value

Financial consultants are registered representatives of Wells Fargo Investments, LLC (member NYSE/SIPC), a non-bank affiliate of Wells Fargo & Company

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EXHIBIT #134 - FN 1589

ph44585 on D330-44585-7600 with DISTILLER
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568402.963

Law Offices of Jan Morton Heger
29402 Castle Road
Laguna Niguel, CA 92677

Phone: 949-249-9170
Fax:949-249-9171 Elax: 208-474-0448
heger@compuserve .com

To: Thomas Wong	From: Jan Morton Heger Esq.
Fax #: 253-4499	Fax #: 949-249-9171
Company: WELLS FARGO SECURITIES -	Tel #: 949-249-9170
Subject: URGENT	
Sent: 9/16/2002 at 12:39:18 PM	Pages: 1 (including cover)

MESSAGE:

I HAVE TRIED TO CONTACT YOU AT J. MORNING. I NEED YOUR IMMEDIATE RESPONSE AND RETURN PHONE CALL.

THIS IS A MATTER OF A 50m USTREASURY THAT WAS SOMEHOW POSTED TO MY ACCOUNT AND THEN REMOVED FROM MY ACCOUNT.

I NEED YOUR IMMEDIATE RESPONSE TO THIS MATTER OTHERWISE I HAVE NO ALTERNATIVE BUT TO GO TO TREASURY COMPLIANCE.

PLEASE RESPOND TO ME ASAP

THANK YOU FOR YOUR ANTICIPATED COOPERATION

RESPECTFULLY YOURS,

JAN MORTON HEGER
ATTORNEY AT LAW

09-16-02PC1:06 RCVD
copy to correspondence file

Law Offices of J. Morton Heger

T00

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1591

PSI-Wells_Fargo-03-001

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01442 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.964

Law Offices of
Jan Morton Heger
ATTORNEYS AND COUNSELORS AT LAW

Jan Morton Heger
Mark Drumond
Richard Grandon

Phone (949) 249-0170
Fax (949) 249-0171

Please Respond to: Laguna Niguel

August 22, 2002

Paul D'Epangnier
Simon King
Wells Fargo Investments
Members of the New York Stock Exchange

Re: **Receipt of a USTreasuy Bill**
Account No: W41477598
Account Name: Jan M. Heger

Gentlemen:

Please be advised that the undersigned was given notice that the Treasury of which you are aware was posted to my account on Friday. This morning I was shocked to find out that without my authority Wells Fargo removed it from my account. Upon a discussion with you I was asked to call Thomas Wong at Orange County Operations who was expecting my phone call at 888-850-8522. I have tried since approximately 8:30 AM to reach him and left three (3) urgent messages. He apparently is refusing to return my calls as the three messages started at 8:30 and it is now 10:17AM and I have yet to be able to speak to him..

At this juncture I have no alternatives left but to call USTreasury compliance if I cannot obtain an answer from someone at Wells Fargo Investments.. I thus do expect a call to me in order to determine the status of this matter on or before 11:30 AM PST otherwise I really do have no alternatives left but to use any and all measures possible to resolve this matter.

Paul, I am aware that you were not involved in the return of this USTreasury however at this juncture for Mr. Wong failure to even be courteous or to even return a phone call when he asked me to call and wanted to speak with me is both rude and uncalled for. Once again someone has left me with very few alternatives.. If I cannot receive an answer to my phone call from Mr. Wong I must act accordingly as I believe I have no other choice..

Paul, I appreciate the confidence you have place in me to date and will do everything in my power to justify this confidence. Please help me if you possible can. Thank you for your anticipated cooperation.

Respectfully yours,

Law Offices of Jan Morton Heger

JAN MORTON HEGER, Attorney at Law

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1591

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01443 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.965

Law Offices of
Jan Morton Heger
ATTORNEYS AND COUNSELORS AT LAW

Jan Morton Heger
Mark Simmons
Robert Gonzales

Phone: (949) 240-0171
Fax: (949) 240-0171

Please Respond to: Laguna Niguel

September 23, 2002

Brenda Cardino
McDonald Information Services, Inc

Via Fax @ 201-659-0130

RE: Account: # 4147-7598-DF11

Dear Ms Cardino:

Please be advised that Mr Howard K Schwartz, Attorney at Law is and has been retained by me to handle any and all matters on my behalf with respect the closure of my Wells Fargo Securities Account tied to and as part of my fiduciary trust account entitled Heger Private Trust at Wells Fargo Bank, Laguna Beach, California. Please give him the courtesy as if I was personally present and/or with regard to any telephone conversation and/or correspondence he may initiate with you or McDonald Information Services, Inc.

Thank you for your anticipated cooperation.

Respectfully yours,

Law Offices of Jan Morton Heger

JAN MORTON HEGER
Attorney at Law

-cc Howard K. Schwartz Esq.

P.O. Box [illegible], Yucca California [illegible]
[illegible] Castle, Laguna Niguel, California [illegible]

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1591

WF0097

ph44585 on D330-44585-7600 with DISTILLER

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568402.966

WELLS FARGO INVESTMENTS, LLC
NEWPORT BEACH

FACSIMILE TRANSMITTAL SHEET

TO: Laura Wernik, Compliance	FROM: Thomas Wong, DF Ops Supervisor
COMPANY:	DATE: 09/16/02
FAX NUMBER: 612-667-8148	TOTAL NO. OF PAGES INCLUDING COVER: ~~35~~ 6
PHONE NUMBER:	SENDER'S REFERENCE NUMBER: 949-253-4448
RE: Fraud, 4147-7398, Jan Heger	YOUR REFERENCE NUMBER: 949-253-4499 (fax)

☐ URGENT X FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:
Thanks for all your help. We will overnight this to the client. Air # 2684256820

Also just faxed it to client. 949-249-9171

Jan has been calling our office ALL day. I returned his calls but they go to VM since my phone has caller-ID blocking. Not a good idea to let this guy have our direct number because he will pass it on and try to do more fraud.

Investment and Insurance Products:

- Are Not insured by the FDIC or any other federal government agency
- Are Not deposits of or guaranteed by the Bank or any Bank Affiliate
- May Lose Value

Financial Consultants are registered representatives of Wells Fargo Investments, LLC (member NYSE/SIPC) a non-bank affiliate of Wells Fargo & Company.

The information in this fax is confidential and may be legally privileged. It is intended solely for the addressee. Access to this fax by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. Trade Orders cannot be accepted by e-mail or fax.

032

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1592

PSI-Wells_Fargo-04-0032

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01445 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.967

REDACTED

From: Wong, Thomas G.
Sent: Tuesday, September 17, 2002 7:24 AM
To: Corbett, Cindy L.
Cc: Goodrum, Tony A.
Subject: RE: Fraud Jan heger

Client is fired. All stock certs will be ordered out. The client called me about 8 times and the FC about 7 times. He had some caller ID system that put you into voicemail if you didn't show your number. (I opted to not show it because he will pass on my phone number and say, "call Thomas at WFI and he will verify that 49 mil came in."

He got our fax number and sent me a memo demanding that I call him about the transfer. I faxed him a letter from Larry that said your account is being closed due to information from MIS and your certs will be ordered out. The letter was also airborned to him. Copy of the letter was faxed to Laura Wennik.

Client slipped by us because he opened the account during conversion.

-----Original Message-----
From: Corbett, Cindy L.
Sent: Tuesday, September 17, 2002 7:08 AM
To: Wong, Thomas G.
Cc: Goodrum, Tony
Subject: RE: TAR dtd 9/12/02

Thanks. Tony is the best. On another subject... I left Larry a voicemail yesterday about "firing" the potential fraud client (Jan heuser, sp). Do you know if any action was taken?

-----Original Message-----
From: Wong, Thomas G.
Sent: Tuesday, September 17, 2002 7:01 AM
To: Corbett, Cindy L.; Goodrum, Tony
Subject: RE: TAR dtd 9/12/02

System problem. All fixed with Tony's help. :)

-----Original Message-----
From: Corbett, Cindy L.
Sent: Tuesday, September 17, 2002 6:50 AM
To: Goodrum, Tony
Cc: Wong, Thomas G.
Subject: FW: TAR dtd 9/12/02

Did you hear about this?

-----Original Message-----
From: Wong, Thomas G.
Sent: Monday, September 16, 2002 7:28 AM
To: Corbett, Cindy L.
Cc: Parrish, Amie B.; Wheeler, Craig; Thompson, Danielle; Rusnak, Denise M.; Mudgett, Heather; Minear, Joan R.; Dovey, Karin; Franchetti, Lisa B.; McCullough, Mary; Mortensen, Mary; Harb, May; Shopneck, Patti A.; Vuong, Sanh T.; Ritter, Tammy L., Juan, Yun; Abbott, Brenda L.; Polk, Dora A.; Belisario, James A.; Mathes, Cindy A.; Hamot, John M.; Furtado, Laura A.; Siemens, Susan E.
Subject: TAR dtd 9/12/02

Good Morning Cindy,

Our tar report for Friday is 178 pages long. Most of the accounts (90%) on the TAR are missing account name, all suitability, and account info.

Is this just Newport?

Thank you,

Thomas, 949-253-4448

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1593

PSI-Wells_Fargo-0091
091

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01446 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.968

HSBC

Note
17 Sep 2002 15:34

From:	Trust Operations	Tel:	
Title:		Location:	
WorkGroup:		Mail Size:	4458

Sent by: Andrew Schneider

To: Frank Godino

Subject: Re: Trade Reversal

The reversals are done and suppressed.
Frank Godino on 17 Sep 2002 14:34

Frank Godino on 17 Sep 2002 14:34

Note
17 Sep 2002 14:34

From:	Frank Godino	Tel:	212.525.1316
Title:	Vice President	Location:	8-10 East 40th
WorkGroup:	Corporate Trust	Mail Size:	1946

To: Trust Operations
Subject: Trade Reversal

Please reverse the following transaction from account number [redacted]:

09/13 ACCRETED DISCOUNT ON
U S TREAS NT STRIPPED PRIN 8/15/03
FED BASIS INCREASED BY 60,193.34 USD TO 50,054,373.52 USD
STATE BASIS INCREASED BY 60,193.34 USD TO 50,054,373.52 USD
9/13/02
CURRENT YEAR TAXABLE OID

09/13 DISTRIBUTED 50,749,000 PAR VALUE OF
U S TREAS NT STRIPPED PRIN 8/15/03
FEDERAL TAX COST 50,054,373.52 USD
STATE TAX COST 50,054,373.52 USD

[redacted] = Redacted by the Permanent Subcommittee on Investigations

This trade was pended under number [redacted]

Strictly Confidential

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1594

HSBC-PSI 037218

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01447 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.969

HSBC

Note
20 Sep 2002 07:28

From:	John Kearney	Tel:	860-633-9999
Title:	Senior Vice President	Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	5817

To: Frank Godino

Subject: RE: Banco Nacional de Angola

Frank - FYI. rec'd from our office in Luanda, Angola this AM. Pls advise if/when new instructions rec'd
Thanks
John

---------- Forwarded by John Kearney/HBUS/HSBC on 09/20/2002 07:27 AM ----------

"Liliana de Sousa" <equator.lds@netangola.com> on 20 Sep 2002 05:55

To: Rodney Goodwin
cc: John Kearney, et al
Subject: RE: Banco Nacional de Angola

Frank Godino will receive at HBUS opening instructions from the Governor to transfer the securities to Comerica bank to Jan M. Heger, Attorney-Client Trust account (I am sending a copy to RKG's fax).I understand the US Treasury was involved in order to find a solution to the previous obstacles. I hope everything will be OK, so that the first disbursement under the financing can take place very soon.

Thanks again for all your assistance/support in this matter.

Liliana

****
This message originated from the Internet. It's originator may, or may not be who they claim to be, and the information contained herein may, or may not be accurate.
****

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1595

HSBC-PSI 037231

HSBC

Note
23 Sep 2002 17:05

From:	Frank Godino	Tel:	212.525.1316
Title:	Vice President	Location:	8-10 East 40th
WorkGroup:	Corporate Trust	Mail Size:	921

To: John Kearney

Subject: BNA Collateral

Well, once again, the information provided for the delivery of the US Treasury Notes was incorrect, and the transfer failed.

Anthony Bufinsky has a call in to Mr. Heger to get the contact person at Comerica Bank, to get the correct information.

I will keep you informed.

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Subcommittee Members And Staff Only

HSBC-PSI 037232

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01449 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.971

Law Offices of
Jan Morton Heger
ATTORNEYS AND COUNSELORS AT LAW

Jan Morton Heger
Mark Doumani
Robert Guardon

Phone: (949) 949-9770
Fax: (949) 949-9771

Please Respond to: Laguna Niguel

September 22, 2002

Dr. Aguinaldo Jaime
Banko National De Angola

Re: Further transfer of Two Hundred Million USDollars

Dear Dr. Jaime:

Please be advised that while we have the approvals with regard to your matter you should forthwith transfer the above said sum or any part thereof to Jan Morton Heger, Attorney-Client Trust Account at Comerica Bank as soon as possible. I can upon receipt either keep it in cash or purchase a Treasury Bill however it is preferable that this remain in cash. I assure you it will remain in an account which will be blocked and unencumbered for the term of our agreement and returned to the Central Bank of Angola at the end of the term or for an agreed period of one year and five (5) days.

If you would forthwith proceed to begin to transfer the above mentioned funds it would certainly allow profits to begin to be received and thus start providing for the people of the Nation State of Angola. As such, please cause the transfer of these funds to the Jan M. Heger, Attorney-Client Trust Account at Comerica Bank at your earliest convenience. The bank coordinates are attached herewith and thank you for your anticipated cooperation..

Respectfully yours,

Law Offices of Jan Morton Heger

JAN MORTON HEGER
Attorney at Law

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1598

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01450 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.972

Law Offices of
Jan Morton Heger
ATTORNEYS AND COUNSELORS AT LAW

Jan Morton Heger
Mark Dourani
Robert Grandon

Phone: (949) 249-9170
Fax: (949) 249-9171

Please Respond to: Laguna Niguel

September 25, 2002

Dr. Aguinaldo Jaime, Governor
Banco Nacional de Angola

Re: 50Million Dollar USTreasury Bill

INVOICE

For Services rendered on behalf of Banco Nacional De Angola----------$100,000.00

As this matter has cost this office dearly please assist by taking care of this at your earliest convenience and please send payment to Stanley Wayland for Jan Morton Heger, Law Offices of Jan Morton Heger. Stanley will provide the appropriate account for you to send it to and complete..

Thank you for your quick response to this matter.

Respectfully yours,

JAN MORTON HEGER
Attorney at Law

Further Note:

Please be advised that Stanley Wayland will inform you of all matters and what I have been able to determine and verify about the TBill. We need to get at least 100Million transferred to our account located in Switzerland at your earliest convenience. Once this transfer occurs profits will be received within a short period of time thereafter. **Thank you for taking care of the above invoice promptly**. Both Stanley and myself again thank you for the confidence you have placed in us and once again will do everything in our power to justify this confidence.

Respectfully yours,

Jan Morton Heger
For and on behalf of the Central Bank of Angola

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1599

PSI-Heger-01-00227

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01451 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.973

Jan Morton Heger Esq.

From: "Stanley" <stanley@harvestdm.com>
To: <msainc2@earthlink.net>
Cc: <euroamerican@cox.net>
Sent: Monday, September 23, 2002 11:13 PM
Subject: Fw: DrJaime Letter.efx

Dear Dr Jaime and Dr Sato,

The first and most important aspect for all of us is to " Keep our Cool " and to solve the problem which exists today. There is absolutely no doubt that someone is trying to sabotage any and all efforst of the Angolan Government from placing cash funds which are legitimately owned by the Government of Angola into investment programs. **Thus someone is attempting stop the Government and Euro-American from providing the cash for the humanitarian programs which will benefit the people of Angola.**

Please Dr Jaime and Dr Sato, we Euro-American Investments will not allow these parties to succeed and we absolutely guarantee you success but we need and require your closest co-operation, loyalty and trust between you Dr Jaime, Dr Sato, Mr Jan Heger and myself to prevail as it is clear that whoever is involved or attemting to stop this Private Placement Investment from proceeding will **"stop at nothing, will attempt to divide us , use every effort at their disposal to stop this transaction from proceeding. We must ascertain, for what reason HSBC are in a position to frighten, Wells Fargo or for that matter any other bank from receiving the T-Bill, sufficient for the receiving bank to return the T-Bill to the sender.**

IDENTIFY THE PROBLEM.

It is clear that the T-Bill is transferrable, by virtue of the fact that HSBC accepted and implemented the instructions to electronically transfer the T-Bill to Wells Fargo, which was confirmed by the fact that Wells Fargo posted the T-Bill as received on the screen.

Some thing then took place for the T-Bill to be sent back and this cause is what now needs to be indentified.

WHAT IS THE REASON FOR THE RETURN OF THE T-BILL TO SENDER.

------Has Dr Jaime signed any document which states that the T-Bill is not assignable.????
--------Do the terms of the Trust Agreement / HSBC Agreements completed and signed by BNA and Dr Jaime, make it impossible for another bank to receive the T-Bill.

IF NOTHING PRECLUDES A BANK FROM RECEIVING THE T-BILL, THEN WE CONTINUE WITH THE T-BILL AND RECTIFY THE PROBLEM WITH THE ASSISTANCE OF THE SECRETARY OF THE TREASURY, NAMLEY, MR PAUL

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1600

9/24/2002
PSI-Heger-01-00125

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01452 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.974

O'NEILL.

If there is any thing which precludes or stops EAI from using the T-Bill , because of HSBC including at the time of purchase conditions, which only allow HSBC from holding the T-Bill, for and on behalf of BNA, then the T-Bill can be cashed, by selling the T-Bill on the open market and the cash be returned to BNA bank account at HSBC London.

This means that BNA and Dr Jaime will have to use other funds in the interim, to begin and start the Private Placement Investment.

PLEASE BELIEVE, WE HAVE POWERFUL FRIENDS, HAVE IMPLEMENTED THE PRIVATE PLACEMENT AGREEMENT PROPERLY , BETWEEN OURSELVES BY FIRST SEEKING AND BEING GRANTED THE US TREASURY APPROVAL TO PROCEED.

EURO-AMERICAN ARE PROFESSIONALS, THEREFORE WILL SOLVE THIS PROBLEM.

YOUR URGENT SOONEST RESPONSE IS SOUGHT.

Your Friend,

Stanley Wayland.
Dear Mr. Heger

It is always pleasure talking to you. Regarding the possibility of any problem (s) that could be created by HSBC in regards to the transfer of the Treasury Bills into your account at Comerica Bank. I'm wondering because HSBC did transfer it the first time to post the Treasury bills into your account at Wells Fargo Security before Wells Fargo Security returned it. If there was a contract signed by Dr. Jaime to give the power to HSBC, I do not think HSBC would have Transfer it the first time.

Dr.Mehenou Amouzou

9/24/2002

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01453 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.975

Stanley

From: "Stanley" <stanley@harvestdm.com>
To: "Satu Amuozou" <msainc2@earthlink.net>
Cc: "Lena" <lleong@harvestdm.com>
Sent: Saturday, September 28, 2002 6:27 PM
Attach: 957c017.efx
Subject: PP VAL / BNA 20 page(s)

Dear Satu,

Herewith the PP which I have completed for BNA with Virtual Architecture Ltd, with MSA as the Project Co-ordinator.

I will pay the 1 % as per the original agreement due to you out of our income and also the 1 % promised as the payment for Project Co-Ordinator.

I have set this up this way so absolutely no One has knowledge of payments to you. This can be to your account in France and or other accounts.

Seperate e-mail is the second Assignment as two assignments are required for this implementation of agreement.

I have given to DR Jaime both options either or but try for the one direct to the Custodial account. and then all of us must meet in Basel, to open the bank accounts for BNA and i will get the two US Authorities to come to Basel after the funds reach Basel.

If Jaime wishes to first open an account this is also OK , but then Jaime must meet me any day next week In Switzerland. Once the funds arrive, then the two US Authorities will fly and also at the same time you.

This will therefore be two or 3 days after the first Meeting between Jaime and me.

Regards,

Stanley Wayland.

– Guest. Dr amouzou.
– Please Pass To Room 1135.
– Number of Pages. 1.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1601

PSI-Amouzou-08-01 9/29/02

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01454 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.976

14-OCT-02 17:33 P.01

VIRTUAL ARCHITECTURE LTD

Fax

To:	Dr. Mehenou Amouzou MSA Inc.	From:	Stanley Wayland 0065 6333 0769
Fax:	012-1-619-293-3023	Pages:	2 + 1
Phone:	013-1-619-293-7359	Date:	14 October, 2002
Re:	INSTRUCTIONS TO HSBC	Cc.:	Dr. Aguinaldo Jaime

Dear Dr. Satu

Firstly, I would like to thank you for travelling to Switzerland as I really enjoyed meeting both Dr. Jaime and you.

I believe as friends, we can establish a long term relationship.

SWIFT INSTRUCTION TO HSBC

As agreed, the way to proceed is that HSBC are notified that BNA will leave the T-Bill until maturity, which is 15th August 2003, with HSBC conditional that HSBC issue a Safekeeping Receipt for custody thereof.

WORDING OF SAFEKEEPING RECEIPT

The Safekeeping Receipt which must be issued, must be in favour of :

Banco Nacional de Angola,

Avenida 4 de Feveriiro, 151,

C.P. 1243, Luanda, Angola

With the wording "The Safekeeping Receipt is negotiable against the T-Bill".

The Safekeeping Receipt is required immediately and when issued, HSBC must fax a copy immediately to Dr. Jaime and the Safekeeping Receipt original is to be sent and kept by either BNA in Angola or as an alternative, it can be kept with HSBC itself, for and on behalf of BNA.

257 Selegie Road #04-291/293D Selegie Complex Singapore 188350 Tel : (65) 6338 8616 Fax :(65) 6333 0769

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1602

PSI-Amouzou-08-0358

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01455 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.977

CONCLUSION

The most important thing is that the Safekeeping Receipt is immediately issued by HSBC, Issuer Services (HSBC Bank, USA), and a copy of the Safekeeping Receipt must be sent by fax to the Central Bank of Angola, as proof that HSBC are holding the T-Bill until maturity, for and on behalf of Banco Nacional de Angola.

Please try to get a copy (fax copy) of this Safekeeping Receipt today, immediately it is issued.

Investment profits will be received at the end of 10 banking days, from receipt of the fax copy of the Safekeeping receipt being received by ourselves.

Finally, the delays will be a thing of the past and BNA will receive the investment profits contracted in the Agreement signed between parties.

Suggested Wording of SWIFT is attached herewith.

Best regards,

Stanley Wayland

SW/lel

PSI-Amouzou-08-0359

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01456 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

568402.978

10/16/02 16:02 FAX 2125251300 HSBC BANK USA 001

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	3035
CONNECTION TEL	918606338799
SUBADDRESS	
CONNECTION ID	EQUATOR GLASTONB
ST. TIME	10/16 16:01
USAGE T	00'32
PGS. SENT	2
RESULT	OK

Issuer Services
452 Fifth Avenue
New York, NY 10018-2706

Phone: (212) 525-1316
Fax: (212) 525-1300
Email: frank.godino@US.HSBC.com

HSBC Bank USA

Fax

To:	John Kearney	From:	Frank J. Godino
Fax:	860-633-6799	Pages:	2
Phone:		Date:	October 16, 2002
Re:	Banco Nacional de Angola	Cc:	

Please send this to the governor.

Please call me if you have any questions.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1604

HSBC-PSI 037226

{BNA Letterhead}

October __, 2002

HSBC Bank USA
Issuer Services
452 Fifth Avenue
New York, NY 10018
Attn: Frank J. Godino

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Re: Banco Nacional de Angola Collateral Account
A/c # [redacted]

Dear Mr. Godino:

Please accept this letter as instructions to cancel all previous and pending trade requests for the above referenced account. The $50.749M US Treasury Bill (CUSIP # 912820BG1) purchased on August 14, 2002, should remain on deposit in the account until further direction from an authorized signatory.

Please confirm that the security remains in the account as of the date above and you acknowledge and agree to the above instructions.

Very truly your,

_____
Authorized Signatory

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Subcommittee Members And Staff Only

Acknolwedged and Agreed,
HSBC Bank USA as Collateral Agent

HSBC-PSI 037227

ph44585 on D330-44585-7600 with DISTILLER
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568402.980

HSBC

Warren L. Tischler
Senior Vice President
Head of Issuer Services

October 25, 2002

Dr. Aguinaldo Jaime
Governor of Banco Nacional de Angola
Luanda, Angola

Dear Governor Jaime:

I am pleased to enclose an original of your letter dated October 16th, 2002 on which Frank J. Godino from my office has affixed his signature and the Corporate Seal of HSBC Bank USA indicating that the Bank as Collateral Agent has acknowledged and agreed to the terms in the letter.

I hereby attest to Mr.Godino's signature and I confirm that he has the authority to sign the letter.

Yours truly,

cc: Mr. John Kearney
HSBC Equator
45 Glastonbury Boulevard
Glastonbury, CT 06033

HSBC Bank USA
10 East 40th Street, New York, NY 10016-0
Tel: (212) 525-1311 Fax: (212) 525-1300

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1605

HSBC-PSI 037211

ph44585 on D330-44585-7600 with DISTILLER
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568402.981

"Liliana de Sousa" <equator.lds@netangola.com> on 05 Nov 2002 05:16

To: Camillus P Hughes, et al
cc: Kevin P Quinn, et al

Subject: RE: HSBC Equator and Central Bank of Angola

****
This message originated from the Internet. Its originator may or may not be who they claim to be and the information contained in the message and any attachments may or may not be accurate.
****

Dear Cam,

Thank you very much for all your assistance in this matter which is most sensitive.

I met with the Governor this morning to let him know that HSBC Bank USA is not comfortable about the issue of the document as requested by BNA. The Governor showed great concern as he was confident this time things would move and, according to him, a first disbursement of $50mm is pending until this document is in place or another solution is found.

Meanwhile I think it appropriate to clarify that the pressure to have the receipt issued yesterday, happened because BNA has been waiting for this receipt for 20 days, since October 16th, date when HSBC USA acknowledged and agreed with the issue of the Safekeeping Receipt in accordance with BNA's request. Assuming the non issue of the document is the cause of the delay for a first disbursement under the arrangements between the Government and the other entity involved, BNA's pressure is understandable.

The following information (confidential) may help understand the objectives of BNA.
"
Mr. Heger, is the CEO & Managing Director of Euro-Investments LLC. This company wrote to the US Department of the Treasury on August 6, 2002 to Secretary O'Neil inquiring whether Euro-American may accept investment funds from BNA under an arrangement whereby Euro-American would engage a U.S. Charity to apply those funds and investment proceeds to humanitarian aid for Angola.

The U.S Department of Treasury, responded that their letter was forwarded to the Department of the Treasury's Office of Foreign assets Control ("OFAC") for direct response, but the acceptance of investment funds from the Central Bank of Angola and the performance of humanitarian services in Angola are not prohibited by the Regulations provided that these activities do not involve the proscribed transactions. If no proscribed transactions are involved, no OFAC authorization is required."

Maybe, you could investigate about the above company (in such a way that neither BNA or them know we are doing so), and hopefully the information obtained would give us all the peace of mind that we can continue to assist BNA in the implementation of, what they firmly believe, an important

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1609

HSBC-PSI 037400

ph44585 on D330-44585-7600 with DISTILLER
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568402.982

accomplishment for Angola. In case the information obtained would be negative, we would have to advise BNA not to proceed with the negotiations.

In view of the above and supposing the information that you may obtain on Euro-American is positive, please let me know your thoughts. From my side, I will revert to you as soon as I have some reaction from the Governor who is making the necessary contacts prior to proposing any other solution in case the issue of a Safekeeping receipt is definitely excluded.

Thank you and best regards,
Liliana

-----Original Message-----
From: Camillus.P.Hughes@HSBCRepublic.Com
[mailto:Camillus.P.Hughes@HSBCRepublic.Com]
Sent: terça-feira, 5 de Novembro de 2002 1:00
To: equator.lds@netangola.com; Rodney.Goodwin@equator-africa.Com
Cc: Kevin.P.Quinn@us.hsbc.Com; Donna.Lewkowicz@equator-africa.Com;
Carolyn.M.Wind@us.hsbc.Com; Paul.L.Lee@us.hsbc.Com
Subject: HSBC Equator and Central Bank of Angola

This concerns your request to have HSBC Bank USA issue a "safekeeping receipt" with respect to the Central Bank of Angola's custody account holdings with wording indicating that the receipt is "a negotiable instrument" (account maintained with our Issuer Services Division presently contains approximately USD50MM in U.S. Treasury Bills). We have the following issues:

You have advised that this request is being made in connection with a confidential lending arrangement that the Central Bank of Angola is working on and that this document is being requested by the lenders to provide assurances that the Central Bank is serious about moving forward with the lending arrangement. Further, you have indicated that the lenders had requested collateral for the lending arrangment which the Central Bank of Angola does not wish to provide directly. If the securities are to be utilized to secure a lending facility why not enter into a standby letter of credit arrangement or have the account blocked via some type of pledge arrangement.This would be the way a custody account would typically be used as collateral and not via some type of negotiable receipt.

HSBC Issuer Services does not issue "negotiable safekeeping receipts". We can provide a confirmation indicating the securities holdings in the account or respond to an audit confirmation request concerning the holdings in the account. Issuer Services does not have a process to issue "negotiable safekeeping receipts" of the kind that you have asked for which are essentially bearer instruments. Were we to issue such a document we would be exposed as the Central Bank could at any time request us to transfer the Treasury Bills presently held in its custody account to a third party and we would have no way to prevent the transfer.

So called "Negotiable safekeeping receipts" of the type you mention in and of themselves are problematic instruments. These bearer instruments

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ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01461 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.983

have been used in scams and have a negative connotation associated with them. A request to have us issue something like this to support what sounds like a secured credit facility is very unusual. Furthermore, your indicating that the transaction details are confidential and that there is tremendous pressure to have the receipt issued today makes the entire transaction look suspect to us.

This request coupled with the unusual request we received last month to transfer these same securities to an account maintained at another bank that was not in the name of the Central Bank concerns us. During Aug. 02 we were requested to transfer these very same securities to Wells Fargo for the account of an attorney. At that time we were advised by HSBC Equator that this transaction was ok and was being requested in connection to a confidential deal that the Central Bank was working on The transaction request was eventually processed but was rejected by Wells Fargo as the attorney's account had been closed.

We are concerned that these unusual requests continue to come to us and that we are placed under tremendous pressure to agree to them. Based on what I see here it appears to me that this is part of some elaborate scam to defraud the Central Bank of its securities.

Please Clarify,

C. Hughes

****
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568402.984

HSBC

Note
13 Dec 2002 10:48

From:	James Peterson	Tel:	860-633-9999
Title:		Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	10140

To: equator.lds@netangola.com

cc: John Kearney/HBUS/HSBC@HSBCAMERICAS
Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
(bcc: Frank Godino/HBUS/HSBC)

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Subject: RE: FW: BNA TBills - URGENT

Liliana,

Under the circumstances that you outline, communicating by authenticated SWIFT is a good alternative. If the HBUS account is to remain open then the matter of signatories must be addressed.

Regards,
Jim
"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 10:13

"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 10:13

To: James Peterson
cc: John Kearney, et al
Subject: RE: FW: BNA TBills - URGENT

Also, please note that Aguinaldo Jaime is no longer the Governor, therefore it would definitely better to have a SWIFT which does not require a signature than a letter. The new Governor is Amadeu Maurício and the Governor now is Deputy Prime Minister.

Liliana

Thanks Jim. The instruction can not be given by SWIFT instead of a letter? Please note I amended BNA's account number to [redacted]

Best,
Liliana

-----Original Message-----
From: James.Peterson@equator-africa.Com
[mailto:James.Peterson@equator-africa.Com]
Sent: sexta-feira, 13 de Dezembro de 2002 16:05
To: equator.lds@netangola.com
Cc: John.Kearney@equator-africa.Com; Rodney.Goodwin@equator-africa.Com
Subject: Re: FW: BNA TBills - URGENT

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1612

HSBC-PSI 037185

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01463 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.985

[redacted] = Redacted by the Permanent Subcommittee on Investigations

To all:

I have drafted the attached instruction after reading the Institutional Collateral Account.

We (HEQB) will have to authenticate the signature (there is only the one signatory with authority over the account). Upon receipt and authentication, HEQB will communicate with HBUS Issuer Services via swift.

(See attached file: DRAFT LETTER - sale of securities held by HBUS.doc)

Regards,
Jim

"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 05:21

To: John Kearney/HBUS/HSBC@HSBCAMERICAS
James Peterson/HBUS/HSBC@HSBCAMERICAS
Rodney Goodwin/HBUS/HSBC@HSBCAMERICAS
Subject: FW: BNA TBills

Please note that this is really urgent. BNA needs to sell the dollars to the
commercial banks to pay the salaries. Also the lack of dollars in the market
at this time of the year is conducting to a deep devaluation of the local currency (between yesterday and today the parallel exchange rate increased from USD 1= KZ 58 to USD 1= KZ 62. The commercial banks yesterday made an application for $24mm.

Any chance that I have the draft at your opening?

Thanks, Liliana
-----Original Message-----
From: Liliana de Sousa [mailto:equator.lds@netangola.com]
Sent: quinta-feira, 12 de Dezembro de 2002 13:39
To: John.Kearney@Equator-Africa.Com; James.Peterson@Equator-Africa.Com; Rodney K Goodwin
Subject: BNA TBills

Apparently there were no developments regarding the financing backed up by the securities and BNA want to sell the Tbills and have the funds credited into their account [redacted] with us. What most probably will happen with the

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ph44585 on D330-44585-7600 with DISTILLER
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568402.986

funds is that they will be transferred to the various commercial banks, who,
in turn will pay KZ to the Government. The funds are urgently required for the payment of the December public workers wages. The other option would be the deposits in Nassau but given that the Tbills are not being used for the initial purpose, BNA decided that this would be the best application.

Please provide a draft for the instructions that BNA will have to give to HSBC USA.

Thanks and best regards,

Liliana

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contained herein may, or may not be accurate.
****

(See attached file: C.htm)

****
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contained herein may, or may not be accurate.
****

BANCO NACIONAL DE ANGOLA

December 16, 2002

HSBC Bank USA
Issuer Services
452 Fifth Avenue
New York, NY 10018

Ref: Certificate of Incumbency

Ladies and Gentlemen:

With reference to the Institutional Collateral Account Agreement dated August 14, 2002 (the "Agreement") between Banco Nacional de Angola (" the Customer"), and HSBC bank USA ("the Collateral Agent"), I the undersigned being a Director of the Customer, duly authorized to do so, hereby certify that the following is the name, office and true specimen signature of person who is, and will continue to be, authorized:

(a) to sign, on behalf of the Customer, the Agreement, any instructions and any other document provided in the Agreement; and

(b) to take any other action required or permitted to be taken, done, signed or executed under the Agreement.

* Name	Office	Specimen Signature
Benvinda Duarte	Head of Department of Foreign Reserves	

You may assume that this person continues to be so authorized until you receive authorized written notice from the Customer that this person is no longer so authorized

I verified Marilia Silva's signature and can confirm that it is her signature.
Liana M.N.A. de Lima

Yours truly,
BANCO NACIONAL DE ANGOLA
By
Etelvina Marília Silva
Director of the Office Foreign Reserves

*Designations may be changed by BNA at any time by issuing a new Certificate of Incumbency authorized by the board of Directors of BNA where applicable

AVENIDA 4 DE FEVEREIRO N.º 151 - TELEG. BANANG - TELEX 3028/3144 A AN - TELEF. 399125, 399141 - FAX (2442) 390579, 394966
e-mail bna.pub@ebonet.net LUANDA - ANGOLA

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1615

HSBC-PSI 037181

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01466 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.988

BANCO NACIONAL DE ANGOLA

December,16 , 2002

HSBC Bank USA
Attention: Issuer Services
452 Fifth Avenue
New York, NY 10018

[redacted] = Redacted by the Permanent Subcommittee on Investigations

To whom it may concern:

As per the terms in the Institutional Collateral Account Agreement, Banco Nacional de Angola hereby instructs you to sell the securities in the account at the market price prevailing upon receipt of these instructions or as soon as possible thereafter.

Specifically, the security to be sold is the US Treasury NT Stripped Principal due August15, 2003 (CUSIP: 91280 BG 1).

The proceeds from the sale are to be immediately wired to HSBC Bank USA for further credit to the account of HSBC Equator Bank Plc account number [redacted] for further credit to the account of Banco Nacional de Angola account number [redacted]

Regards,

Benvinda Duarte

Head of Department of Foreign Reserves

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1615

HSBC-PSI 037178

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01467 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.989

HSBC

Note
13 Dec 2002 12:03

From:	Jonathan R Weinberg	Tel:	212.525.5893
Title:	First Vice President	Location:	452 Fifth Avenue NY, NY 10018, Floor 27
WorkGroup:	Compliance Cont/Currency	Mail Size:	14495

To: Frank Godino
cc: Kevin P Quinn

Subject: RE: FW: BNA TBills - URGENT

Please give the old and new G'vnors our best regards.
Without reviewing the requirements of the Institutional Collateral Account agreement, I can not comment specifically on the instructions.
Since Equator is advising us that BNA has a new governor who is authorized to sign the instructions, Equator will authenticate his signature and the money is flowing through an Equator account, I suggest we obtain an indemnity from Equator for any claims arising from executing the transaction in accordance with the instructions.
Jonathan
Frank Godino on 13 Dec 2002 10:55

Frank Godino on 13 Dec 2002 10:55

Note
13 Dec 2002 10:55

From:	Frank Godino	Tel:	212.525.1316
Title:	Vice President	Location:	8-10 East 40th
WorkGroup:	Corporate Trust	Mail Size:	12551

To: Jonathan R Weinberg
cc: Kevin P Quinn
Subject: RE: FW: BNA TBills - URGENT

Oh great!! Now the Governor has changed.

This complicates matters.

---------- Forwarded by Frank Godino/HBUS/HSBC on 12/13/2002 10:54 AM ----------
James Peterson on 13 Dec 2002 10:48

Note
13 Dec 2002 10:48

From:	James Peterson	Tel:	860-633-9999
Title:		Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	10140

To: equator.lds
cc: John Kearney, et al (bcc: Frank Godino)
Subject: RE: FW: BNA TBills - URGENT

Liliana,

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1615

HSBC-PSI 037182

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01468 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.990

Get Equator - Indemnity

HSBC

Note
13 Dec 2002 11:27

From:	James Peterson	Tel:	860-633-9999
Title:		Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	12437

To: equator.lds
cc: John Kearney, et al

Subject: RE: FW: BNA TBills - URGENT

full responsibility for signature

Hold Harmless Agreem

Liliana,

Unfortunately, HBUS will not accept a SWIFT authenticated message. They will be sending an incumbancy agreement appointing a new signatory that BNA must execute before any instructions will be accepted.

Regards,
Jim
"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 10:43

full limited disposition of funds UP level signature

"Liliana de Sousa" <equator.lds@netangola.com> on 13 Dec 2002 10:43

To: James Peterson
cc: John Kearney, et al
Subject: RE: FW: BNA TBills - URGENT

Jim, thanks you for your prompt response. I will with no more delay deliver the draft to BNA for them to send the SWIFT instruction.

Best,
Liliana

-----Original Message-----
From: James.Peterson@equator-africa.Com
[mailto:James.Peterson@equator-africa.Com]
Sent: sexta-feira, 13 de Dezembro de 2002 16:48
To: equator.lds@netangola.com
Cc: John.Kearney@equator-africa.Com; Rodney.Goodwin@equator-africa.Com
Subject: RE: FW: BNA TBills - URGENT

Liliana,

Under the circumstances that you outline, communicating by authenticated SWIFT is a good alternative. If the HBUS account is to remain open then the matter of signatories must be addressed.

Regards,

HSBC-PSI 037183

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ph44585 on D330-44585-7600 with DISTILLER

568402.991

DRAFT LETTER OF INSTRUCTION

BANCO NATIONAL DE ANGOLA LETTERHEAD

HSBC Bank USA
Attention: Issuer Services
452 Fifth Avenue
New York, NY 10018

[redacted] = Redacted by the Permanent Subcommittee on Investigations

To whom it may concern:

As per the terms in the Institutional Collateral Account Agreement, Banco National de Angola hereby instructs you to sell the securities in the account at the market price prevailing upon receipt of these instructions or as soon as possible thereafter.

Specifically, the security to be sold is the US Treasury NT Stripped Principal due August 15, 2003 (CUSIP: 91280 BG 1).

The proceeds from the sale are to be immediately wired to HSBC Bank USA for further credit to the account of HSBC Equator Bank Plc account number [redacted] for further credit to the account of Banco Nacional de Angola account number [redacted]

Regards,

Dr Aguinaldo Jamie
Governor of the Central Bank

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ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01470 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.992

HSBC

Note
16 Dec 2002 12:55

From:	James Peterson	Tel:	860-633-9999
Title:		Location:	Connecticut
WorkGroup:	HSBC Equator	Mail Size:	141118

To: Anthony Bufinsky/HBUS/HSBC@HSBCAMERICAS
Frank Godino/HBUS/HSBC@HSBCAMERICAS

Subject: BNA- Tbills - Instructions for sale

Frank,

I think this completes the requirements and you can now authorize the sale of the securities.

Regards,
Jim

---------- Forwarded by James Peterson/HBUS/HSBC on 12/16/2002 05:52 PM ----------

"Equator Bank Limited" <equator.lad@netangola.com> on 16 Dec 2002 12:21

To: James Peterson
Subject: BNA instructions

Please find attached the BNA instructions as per your request.

Best Regards

Olga

****
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contained herein may, or may not be accurate.
****

- C.htm
- BNA instructions.jpg

HSBC-PSI 037177

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1615

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01471 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.993

HSBC

Note
02 Jan 2003 11:48

From:	Becky Goodwin	Tel:	302-636-2103
Title:	Officer	Location:	Delaware 2
WorkGroup:	Client Services - Financial Institutions	Mail Stze:	3504

To: Frank Godino/HBUS/HSBC@HSBCAMERICAS
Anthony Bufinsky/HBUS/HSBC@HSBCAMERICAS

cc: James Peterson/HBUS/HSBC@HSBCAMERICAS

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Subject: BNA- Message

Please see the message below, it appears to have been routed to Derivatives instead of Corporate Trust.

Message:

```
{1:F01MRMDUS33AXXX4371290905}
{2:O1991030021230BNANAOLUAXXX2188011618021230043 0N}
{4:
:20:213/DGR/RC/02
:79:HSBC BANK USA
ATTENTION: ISSUER SERVICES
452 FIFTH AVENUE
NEW YORK, NY 10018
TO WHOM IT MAY CONCERN
As per the terms in the Institutional Collateral
Account Agreement,Banco Nacional de Angola hereby
instructs you to sell the securities in the
account at the market price prevailing upon
receipt of these instructions or as soon as
possible thereafter.
Specifically,the security to be sold is the US
Treasury NT Stripped Principal due August 15,2003
(CUSIP:91280 BG 1).
The proceeds from the sale are to be immediately
wired to HSBC Bank USA for further credit to the
account of HSBC Equator Bank Plc account number
[redacted] for further credit to the account of
Banco Nacional de Angola account number [redacted].
Regards,
Dr.Etelvina Marilia Silva
Director of the Office Foreign Reserves
-}
{5:
{MAC:1140B2EC}
{CHK:DAEB0C0CC07B}}
```

HSBC-PSI 037165

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1616

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01472 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.994

HSBC

Note
02 Jan 2003 16:00

From:	Frank Godino	Tel:	212.525.1316
Title:	Vice President	Location:	8-10 East 40th
WorkGroup:	Corporate Trust	Mail Size:	1427

To: Kevin E Neville/HBUS/HSBC@HSBCAMERICAS
Jeffrey Goldstein/HBUS/HSBC@HSBCAMERICAS

cc: James Peterson/HBUS/HSBC@HSBCAMERICAS
John J Mazzarella/HBUS/HSBC@HSBCAMERICAS
Kevin P Quinn/HBUS/HSBC@HSBCAMERICAS

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Subject: Sale of BNA US Treasury

Kevin/Jeff,

Please sell $50,749,000 (face amount) of the US Treasury NT Stripped Principal due 8/15/03 (CUSIP # 912820BG1) for settlement on Friday January 3, 2003.

The security is currently held in trust account number [redacted] for the Banco Nacional de Angola.

Please send me the details of the sale.

Thank you.

HSBC-PSI 037157

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1617

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01473 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.995

HEXAGON Priority Payment - Confirmation Jan03,03 Page 1
HSBC BANK USA -- 13:14 03JAN2003

Priority Payment (US Beneficiary)

Debit 2 MRMD DUE/BANKS & CONTROLS [redacted] WIRE ACCT #2 on 03JAN03

With USD 50,288,889.76
and Pay USD 50,288,889.76

[redacted] = Redacted by the Permanent Subcommittee on Investigations

*** CUSTOMER PAYMENT ***

Beneficiary Bank Number [redacted]
Name HSBC Bank USA
Location USA
Beneficiary Account [redacted]
Name HSBC Equator Bank plc
Payment Details for Beneficiary Further Credit to Banco Nacional d
e Angola a/c # [redacted]
Liquidation of Collateral Account

Transaction (S/N 0012) Pending 2nd Authorisation

HSBC-PSI 037158

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1618

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01474 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.996

INVESTMENT SERVICES DIVISION

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DISB — DISBURSE CASH

ACCOUNT NUMBER: [redacted]
NAME: Banco Nacional de Angola
PAID PRINCIPAL: $ 50,288,889.76
COMMITTED PRINCIPAL:
INCOME:
INCOME:
INV INCOME:
INV INCOME:
DISBURSEMENT CODE: 10
NAME:
PAID TO TAX ID #:
NAME:
ADVANCE:
ADDR:
ADDR:
TICKLER #:
ADDR:
PAID FOR TAX ID #:
PRODUCE CHECK Y/N:
EXPLANATION: 002600161 Release of funds

ASSET REFERENCE:
P #: ASSET NAME:
TREAT AS INCOME FOR ACCRUALS:
DATE INCOME APPLIES: *

CONTINUATION OF EXPLANATION (PRESS PF 20)

EXP LINE 1:
EXP LINE 2:
EXP LINE 3:
EXP LINE 4:

EXP LINE 1:
EXP LINE 2:
EXP LINE 3:
EXP LINE 4:

HSBC-PSI 037159

Prepared By: [signature] Ext.: 5257316 Date: 1/3/03
Approved By: Marcia Minhowski Approved By: Harriet Drandoff (REQUIRED IF EXCEEDS $25,000)
Cash Change P 1: $ 50,288,889.76 P 2: — P 3: —

PNX 41 NWE Rev 2/93

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APS # 568551

ph44585 on D330-44585-7600 with DISTILLER

568402.997

Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

Know Your Customer Profile

HSBC Bank USA, N.A.

Version 7.0

Reference: 19000453 Client Profile Approval Status : Approved

Country Risk Status : High Risk Country

Client Name: BANCO AFRICANO DE INVESTIMENTOS
Country: ANGOLA

Updated Visitation

* Changes to these fields on "Approved" Profiles require Re -approval.

I. General Information

Client Name:	BANCO AFRICANO DE INVESTIMENTOS
Is this a Client of Global Payments and Cash Management (PCM in Delaware)?	● Yes ○ No
Is this a Client of Corporate and Institutional Banking (CIB)?	● Yes ○ No
If Yes, CIB Industry:	Banks & Securities Companies
Client Activity Status:	Active
Client Category:	○ Domestic Financial Institution ● Foreign Financial Institution ○ Investment Advisor/Institution ○ Corporate Client ○ Sole Proprietor/Partnership ○ Retail Client
Type of Client:	● Bank ○ Non-Bank
(Use "Legal entity" for Corporates) Legal entity:	● Parent ○ Branch ○ Subsidiary
Is the Client a Central Bank?	○ Yes ● No
Is Client a "Special Category of Client"? (Refer to Group Policy GCL 00007A on SCCs)	○ Yes ● No
Has the Client's name and location been checked against Government lists of known or suspected terrorists or criminals (e.g., OFAC and World-Check)? [If this is to be completed for prospects only - existing clients are scanned monthly and when the OFAC list changes.]	● Yes ○ No
Address (Business / Permanent): (A PO Box alone is not sufficient for address.)	34 Rua Major Kanhangulo Caixa Postal 6022 Luanda
City:	Luanda
Country:	ANGOLA
Telephone:	011-2442-335-1275
Email address of Client contact:	gfonseca@bancobai.co.ao
Client's URL (Web Site):	www.bancobai.co.ao
Fax:	011-2442-338-778
Swift Code:	BAIP AO LU

Strictly Confidential

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1619

HSBC-PSI 036736

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01476 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568402.998

Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

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Taxpayer ID (EIN or SSN):	W8
New Client or Existing Client:	○ New (prospect) ● Existing (active) ○ Agency/Arrangements only
Account Number:	[redacted]
Date Account Activated:	04/14/98
Purpose of Account:	For commercial payments, USD clearing, Investment Service Agreement (ISA)
Is the Client or its Parent traded on an Exchange ?	○ Yes ● No
CIP Verification of ID - Has the original customer identification/documentation been verified , as per USA-PATRIOT Act regulations for new customers (or new accounts/locations for existing customers)? (Documentary and/or Non-Documentary evidence)	● Yes ○ No
Documentary Evidence for CIP? (this may include banking license , registered articles of incorporation , partnership agreement , etc , with more detail in Section VII) For the Banking License , indicate "Yes" if you have a copy of the license or a printout / screenshot from their Central Bank's website appropriately listing the client /bank	
If yes , was documentary evidence verified ?	● Yes ○ No
If yes , type of document (s):	Banking License
Non-Documentary Evidence CIP? (this may include financial statements , references , customer contact/visitation , Patriot Act Certification , company website , database searches , etc , with more detail in other sections)	
Was non-documentary evidence verified ?	○ Yes ● No
General comments:	Banco Africano de Investimentos SARL (BAI) has its head office in Luanda, Angola's capital city. The bank is a privately owned bank and a part of its shareholders are non resident. According to the ROF dated May 10,2006, BAI was the first Angolan bank to be fully privately owned. The Bank was set up on 13 November 1996 and commenced its commercial operations on 4 November 1997. (Source: Clients Annual Report 2005) ********** Abijah Darko provided GRM support via e-mail 10/05/06: "I confirm continued GRM support for Banco Africano de Investimentos." ********** Long Standing Relationship - AML Hard Copy not required - Approved by Compliance's email notice dated 5/12/04 (copy on file) Updated HSBC KYC questionnaire provided by the GRM on 2/14/07 is on file. As the client confirmed having written KYC and AML policies and procedures, the GRM has requested for a copy of this policy albeit in Portuguese (translation to be provided by the GRM, Abijah who is fluent in the language). ********** Report of Findings (ROF) dated 5/10/06 is on file. Regulatory Risk's request to FIG was submitted prior to the introduction of the ROF Search Form and risk scoring methodology. While the ROF found no evidence of money laundering terrorist financing or other substantive criminal activity regarding BAI, its ownership or its top executives, FIG noted that BAI should be

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considered for classification as a SCC since one of its major shareholders, Sonangol (owned by the Government of Angola), and one of its Directors, Manuel Domingos Vicente, were listed on World-Check as a Politically Exposed Persons (PEP).

George Tsugranes, concluded that SCC status was not warranted:

Quote:

As Sonangol's stake is not very large (and 1 of 8 owners with 5% or more) and the fact that the director noted is not apparently involved in the day-to-day operations, I would not make this acct an SCC. If the GRM/RM notes anything different which may warrant a review of the SCC status, please let me know.

Unquote:

OWNERSHIP & MANAGEMENT CLARIFICATION

A copy of client's new US PAC executed on Sept 20, 2006 on file highlights a new shareholding structure which differs from the ownership breakdown documented in the ROF on file dated 5/10/06. Sections II & VIII of the KYC profile have been updated accordingly.

A listing of the BAI's new Corporate Officers along with their background information forwarded by the GRM on 10/25/06 has also been updated in the KYC profile. This information supersedes Corporate Officer information captured in the ROF researched as of 5/10/06.

Noteworthy is BAI's current Chairman. Jose Paiva is the majority shareholder with 18.5% beneficial ownership through Arcinella Assets, SA. (7%), Sforza Properties (6.5%), and Dabas Management Limited 5.0%.

Jose Paiva was elected as the beneficial owner of Arcinella and Sforza, both Special Purpose Vehicle (SPV) companies purely as a result of his role as Chairman. The shares are being held temporarily, in effect on a custodial basis by the Bank until final shareholder registrations can be concluded. The shareholders are (and will be) individuals of Angolan nationality with the intention that no one individual will have a shareholding more than 1%.

OTHER NOTABLE INFORMATION

Combined global revenues generated during 2006 based on HORIS reports was $1,492,400 (HBUS PCM/BN revenues were $1.2 million).

II. Ownership/Management/Business Information

* Name of Principals or Beneficial Owners : (List all shareholders with 10% or more ownership. If Corporate Client is not publicly traded, Special Category Client or High Risk Country, then list all shareholders with 5% or more ownership.)	% of ownership
BAI Own Shares (Treasury Stock)	11.75
SONANGOL UEE, Luanda	8.50
Investec Bank Ltd, South Africa	7.50
Arcinella - Assets, S.A.	7.00
Sforza Properties (British Virgin Islands)	6.50
Dabas Management, Limited	5.00
Amercon International, Miami	5.00
ABL	5.00
Theodore Gilleti and Mario Palhares (each with 5%)	10.00

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Others, no one shareholders has 5% or more of shares	33.75
Name of Corporate Officers	Title (e.g. Chairman, Vice/Deputy Chairman, President, Chief Executive Officer, Chief Financial Officer, and those Members of the Board or others with direct influence over the operations of the entire organization)
José Carlos Paiva Ana Paula Gray José De Lima Massano Victor Cardoso	Chairman of the Board Vice-Chairman of Board CEO Finance Manager
Total Number of Employees	556 (client's 2005 Annual Report)
Where is the Client Incorporated	ANGOLA
Year Established	1996
What is Client's Rank in country (asset based)	3 (Banker's Almanac)
How many branches /offices does Client have	29 (Banker's Almanac and client's 2005 Annual Report)
Where are the branches /offices located	1 in Lisbon, Portugal, 15, Angola
For Foreign Financial Institutions only: Indicate nature of Client 's business (select all that apply)	Commercial/Retail Banking
Indicate reporting agency or supervisory /regulatory body (ies) in the country (ies) of operation	Banco Nacional de Angola
List license type	Year of Issuance / Country of Issuance
General	2004 / ANGOLA
Is Client's Shareholders' Equity 25 Million USD or more?	● Yes ○ No
Has the Client been under the same ownership for last 10 years (or 5 years if in a High Risk Country)?	○ Yes ● No
Is the Client or its Parent State Owned? (Answer yes if the government has the largest ownership percentage)	○ Yes ● No
Please list principal affiliates which have relationships with HSBC	na
If the Client or affiliates have other Accounts with HSBC entities, provide the country in which each account is located	[redacted] 8/8/00 For security of the credit cards account is 10/27/06 Visa settlement account HSBC, JOH

III. Referral Information

How was the Client introduced to the bank ?	By Lotta Capital Partners, in Africa
By whom	Mr. Graham Hurst, Director
Is a GIF form or a CIBM KYC Profile from a referring office in the Client file ? (if the client was referred from another HSBC entity, /office)	● Yes ○ No
Global Relationship Manager (GRM) or Country Relationship Manager (CRM) recommendation received and in Client file ?	● Yes ○ No
If yes : name of GRM or CRM	Abijah Darko
If yes, date	10/05/2006
Name of Sales /Marketing /Trading person assigned to Client	Kevin Martyn
Name of Relationship Manager (RM) for KYC Approval	Beth Fisher

IV. Visitation

General Visitation :

Was a Client Site Visit performed ?	● Yes ○ No

Visitation Details :

	Most Recent Site Visitation	Prior Site Visitation

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Date of visitation	03/15/2007	03/16/2006
By Whom	Gyanen Kumar- Reg BN Head Americas, Glenda Wagner- Sales/Mark and Trading	Kevin Martyn- Sales, Abijah Darko, GRM
Purpose - Banking Products /Services discussed	Client meeting at Angola	HSBC PCM proposal/Trade lines
Is call report in Client file?	● Yes ○ No	● Yes ○ No
Comments - provide other details regarding visitation (e.g.: Client contact name and title, documentation reviewed)	On site visit with client attendees. Victor Cardoso- Manager, Gisela Fonseca, and Eduardo Rodrigues- Manager of Dept. of Central Treasury.	On site visit. Client attendee: Luis Pisoeiro, Finance Manager

V. Purpose/Nature of Activity

Transactions	Expected Frequency	Transactions	Expected Frequency
ACH (Clearing House)	Occasionally	Money Market	
ARP (Account Reconciliation)		Securities Lending	
Asset Management		Swaps	
Check Collection (Cash Letter)		Sweep Overnight Investment	Occasionally
Checks/Demand Drafts		Time Deposits	Monthly
Clearing (Funds Transfer)	Daily	Trading - Banknotes *	See Banknotes Activity Section
Commercial Line		Trading - Bonds	
Commitments		Trading - Derivatives	
Control Disbursement		Trading - Emerging Markets	
Current Account	Bi-Weekly	Trading - Equities	
Derivatives		Trading - Fixed Income	
Factoring		Trading - Foreign Exchange	
Forward Rate Agreements		Trading - Futures	
Globalization		Trading - Securities (Treasury)	
Guarantees (CD offset, Deposits)		Trading/Lending - Precious/Base Metals	
Intra Day Exposure Limit		Zero Balance Account	
Letters of Credit / Bankers Acceptances			
Loans			
Lockbox		Other: Credit Card	Daily

* Refer to Client's file for anticipated volume of activity.

Managing for Value - Client's Profitability for HSBC (Annualized revenue - actual or anticipated - in USD equivalent) This is required for all PCM clients	744,130

Indicate HSBC office where Banknote transaction activity will be conducted?	New York

VI. Financial Summary

All financial data reported below should be in USD equivalent for comparison purposes globally (e.g.: no non-USD currencies and denominated in actual USD dollars)	
Financial Statement date	12/31/2005
Currency (Local)	ANGOLAN KWANZA
Exchange rate (per USD)	0.011230
Denomination	Actual
Assets	1,282,789,000

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Shareholders Equity?	86,818,000
Net Income?	27,052,000

VII. Documentation Checklist

List of Authorized Signatories and/or Corporate Resolution in Client file?	○ Yes ● No
If not, explain:	Signatures are housed in Buffalo
Current Annual Report (Form 10-K) or Financial Statement in Client file?	● Yes ○ No
Indicate Banking Reference and Relationship (USD) (Name, Country, Date and Relationship)	KBC Bank, Belgium 5/03 Commerzbank 6/03
Is banking reference documentation in Client file? (for Clients located in High Risk Countries)	● Yes ○ No

Bank Client and Not a Central Bank

Copy of Banking License in Client file?	● Yes ○ No

Foreign Bank Client and Not a Central Bank

Is a USA Patriot Act Certification on file?	● Yes ○ No
If yes, date received by HSBC?	09/20/2006
If yes, date most recent Certification or Re-Certification was executed/signed by customer? (required by USA reasons every 3 years)	09/20/2006

VIII. Summary of Reasons

We have reviewed the information provided above in the context of the bank 's "Know Your Customer" policy and "due diligence" requirements and criteria . Based on the following summary of reasons , we feel comfortable recommending this client for banking business .

Purpose - Explain the purpose of this account / Client relationship and summarize the anticipated activity :

Purpose of account is Funds Transfer and Banknotes activity.

Revenue generated by PCM during 2006 was $744,130. Combined BAI gross revenues (HBUS PCM/BN and HSBC Johannesburg) based on the HORIS report provided by the GRM for year ending 2006 was $1,492,400

****

These accounts exist on our books:

[redacted] - Wire transfer - ACH- Sweep- Bank Notes

[redacted] - ACH, (41) Credit Cards Expense Account- For reimbursement of CC expenses, funded monthly, monitored and reported weekly

[redacted] - Visa Settlement Account - For the purpose of Visa Settlement Transactions only (opened on 10/27/06)

HSBC issues credit cards to BAI. These cards are 100% cash collateralized; the collateral is kept in a blocked account on our books. There is an account set up especially for the credit cards expense and the account is debited monthly for the full payment of the cards. The cards have a $10,000 limit. The cardholders are in turn, high-end clients of BAI. They are executives of oil and diamond companies; executives of banks; and some government officials.

Compliances email request dated 5/22/07 triggered the implementation by Cynthia Maine of Commercial Cards of more controls under the "Credit Card Program" for BAI. Per Cynthia Maine, for all Charge Cards that are to be sent to Clients located in high risk countries, prior to complying with the Clients request to issue said card in a given name the name will be scanned by the OFAC team in Buffalo against OFAC and other internal "Watch Lists".

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OFAC/World Check and other internal watch lists would identify any notable names of BAI's customers who are politically exposed individuals.

Ownership - Comment on the owner 's / principal's background , history and reputation :

Banco Africano de Investimentos (BAI), S.A.R.L. has its head office in Luanda, is a privately owned bank and a part of its shareholders are non Angolan residents. The bank was set up on 13 November 1996 and started its commercial operations on 4 November 1997. (Source: Clients Annual Report 2005)

BAI shareholders with 5% or more are as follows:

BAI Own Shares (Treasury Stock) 11.75%

****

Sonangol, Luanda, 8.5%

On the eve of Angola's independence from Portugal following the election of a modern European government in Portugal in 1976, the company ANGOL (ANGOL Sociedade de Lubrificantes e Combustivels sarl, subsidiary of Portuguese company SACOR) was nationalized and split in two, forming Sonangol U.E.E. and Direcção Nacional de Petróleos. Directive 52/76 instituted Sonangol as a state-owned company with a mandate to manage the country's substantial petroleum and natural gas resources.

Using the extant remains of Texaco, Fina, Shell and Mobil's oil works, Sonangol obtained the assistance of Algerian oil experts and of the ENI-Italian Oil Group. As of 2006, Sonangol has over 30 subsidiaries and maintains overseas facilities in the following cities Hong Kong, China, Houston, USA, London, England, Singapore City, Singapore.

As the company grew, so did its need to obtain services such as telecommunications, retail network support, trucking, shipping, data management, scientific, engineering, seismic, and others. The company created subsidiaries to meet these needs. Sonangol and its many subsidiaries have continued to expand into other lines of business. Among the more important subsidiaries are Sonair, MSTelcom and two banks, Banco Africano de Investimentos and Banco do Comércio e Indústria.

Sonangol is an important sponsor of the arts, sports and humanities in Angola and in Africa.

(source: http://en.wikipedia.org/wiki/Sonangol_Group)

Note: On Aug 20 1999 Sonangol U.E.E. officially changed their name to Sonangol E.P.

As highlighted in the general comments section, while the ROF found no evidence of money laundering terrorist financing or other substantive criminal activity regarding BAI, its ownership or its top executives, FIG noted that BAI should be considered for classification as a SCC since one of its major shareholders, Sonangol (owned by the Government of Angola), and one of its Directors, Manuel Domingos Vicente, were listed on World-Check as a Politically Exposed Persons (PEP).

George Tsugranes (LCO) concluded that SCC status was not warranted as Sonangol's stake is not very large (and 1 of 8 owners with 5% or more) and the fact that the director noted is not apparently involved in the day-to-day operations (LCO's email dated May 10, 2006 is on file).

Furthermore, Abijah Darko (GRM) confirmed that Sonangol's ownership is limited to 8.5% and that BAI Chairman's beneficial ownership in Arcinella and Sforza, both Special Purpose Vehicle (SPV) companies are purely as a result of his role as Chairman. The shares are being held temporarily, in effect on a custodial basis by the Bank until final shareholder registrations can be concluded. The shareholders are (and will be) individuals of Angolan nationality with the intention that no one individual will have a shareholding more than 1%.

****

Investec Bank Ltd, South Africa, 7.5%

Investec is an international specialist banking group that provides a diverse range of financial products and services to a niche client base in two principal markets, the United Kingdom and South Africa, as well as eight other countries, including Australia.
The group has approximately 4 300 employees in offices around the world. Its five principal areas of business are Investment Banking, Treasury and Specialized Finance, Private Client Activities, Asset Management and Property Asset Management.

Since inception in South Africa in 1974, Investec has expanded through a combination of substantial organic growth and strategic acquisitions. Central to achieving its mission to be a distinctive specialist banking group driven by commitment to its core philosophies and values, Investec became the first South African banking group listed in both the London and Johannesburg stock exchanges by implementing a Dual Listed Companies structure in July2002.(SOURCE: WWW.INVESTEC.COM)

****

Arcinella - Assets, SA., 7%

Arcinella Assets is an investment services firm. The above shareholder was created as special purpose vehicle and there are various individuals with interests in this firm. I have confirmed that there is no single individual with shareholding of5% or more. BAI advised

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that in the course of 2007 they will be disclosing the individuals holding shares in these SPVs. (source email dated 12/12/06 from Abijah Darko, GRM).

Subsequent to the above and per Compliance's request, BAI's response regarding Arcinella's beneficial ownership information follows

"We are pleased to provide the following information pursuant to your request Please note this information is provided to HSBC on a confidential basis with the understanding this is not to be transmitted to persons outside the bank except as may be required by law. Shares in BAI are not traded on any public stock exchange.

Re: KYC
HSBC Compliance Unit request for a listing of the shareholders or names of the beneficial owners of Arcinella Assets S.A. and Sforza Properties (British Virgin Islands).

Both Arcinella and Sforza are special purpose companies, the beneficial ownership of which is Mr. Jose Paiva, in his role as Chairman of BAI. The shares are being held temporarily -- in effect on a custodial basis -- by the Bank until final shareholder registrations can be concluded. The shareholders are (and will be) individuals of Angolan nationality with the intention that no one individual will have a shareholding more than 1%.

This is in line with the Bank's strategy, and also the strategy of our main shareholder Sonangol, to encourage and to facilitate on an orderly basis share ownership by private individuals over time as they are able to generate wealth and then purchase shares As you know there is not yet a public stock exchange operating in Angola Nevertheless, BAI is endeavoring to achieve a broader distribution of our shares until such time this public vehicle does commence operation"
(source: email dated 1/11/07 from Abijah Darko, GRM)

****

Sforza Properties (British Virgin Islands), 6.5%

This company is involved in the real estate industry. The above shareholder was created as special purpose vehicle and there are various individuals with interests in this firm. I have confirmed that there is no single individual with shareholding of5% or more. BAI advised that in the course of 2007 they will be disclosing the individuals holding shares in these SPVs (source email dated 12/12/06 from Abijah Darko, GRM).

Subsequent to the above and per Compliance's request, BAI's response regarding Sforza's beneficial ownership information follows

"We are pleased to provide the following information pursuant to your request Please note this information is provided to HSBC on a confidential basis with the understanding this is not to be transmitted to persons outside the bank except as may be required by law. Shares in BAI are not traded on any public stock exchange.

Re: KYC
HSBC Compliance Unit request for a listing of the shareholders or names of the beneficial owners of Arcinella Assets S.A. and Sforza Properties (British Virgin Islands).

Both Arcinella and Sforza are special purpose companies, the beneficial ownership of which is Mr. Jose Paiva, in his role as Chairman of BAI. The shares are being held temporarily -- in effect on a custodial basis -- by the Bank until final shareholder registrations can be concluded. The shareholders are (and will be) individuals of Angolan nationality with the intention that no one individual will have a shareholding more than 1%.

This is in line with the Bank's strategy, and also the strategy of our main shareholder Sonangol, to encourage and to facilitate on an orderly basis share ownership by private individuals over time as they are able to generate wealth and then purchase shares As you know there is not yet a public stock exchange operating in Angola Nevertheless, BAI is endeavoring to achieve a broader distribution of our shares until such time this public vehicle does commence operation" (source: email dated 1/11/07 from Abijah Darko, GRM)

****

Dabas Management Limited, 5.0%

This company is an investment services firm. This shareholder was also created as special purpose vehicle BAI has asked that we maintain confidentiality of the beneficial owner, and that this information be contained within our Compliance/KYC unit. BAI has disclosed that the beneficial owner of Dabas Management Ltd is José Paiva whom is also Chairman of the Board The SPV was created to allow this individual, who is well-known in the Angolan market, some privacy in relation to this investment.(source email dated 12/12/06 from Abijah Darko, GRM)

****

Amercon International, (Amer-Con) 6%

AMER-CON Corporation is a diverse trading company with proven experience in almost every continent around the globe with customers of all types-including governmental entities and private enterprises

Amer-Con's services include:

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- Advising customers of all available options to fulfill any requiremen.
- Assistance in obtaining financing for its credit-worthy customers.
- Procurement of products at the most competitive prices in the countries of their origin
- Monitoring of required pre-shipment licenses and inspections.
- Shipment of the products by the most cost-efficient method available to meet the customer's delivery schedule.
- Assistance with local import regulations, where necessary.
- Local haulage to final delivery

AMER-CON CORPORATION is one of the original members of the US - Angola Chamber of Commerce, of which Carlos Rapaport, President of Amer-Con, is one of the directors. (Source:http://www.amer-con.com/frame.htm)

****

ABL 5%

This is a trading company. This shareholder was also created as special purpose vehicle. BAI has asked that we maintain confidentiality of the beneficial owner, and that this information be contained within our Compliance/KYC unit. BAI has disclosed that the beneficial owner of ABL is Manuel Vicente, who is a member of the Board and President of Sonangol (an 8.5% shareholder in BAI). The SPV was created to allow this individual, who is well-known in the Angolan market, some privacy in relation to this investment.(source email dated 12/12/06 from Abijah Darko, GRM)

****

Theodore Gilleti 5% shareholder

This is one of BAI's board members and a long-time banker, and he even worked with Bank of New York during his career. He has been with BAI as a board member for nearly seven years. Since Mr. Giletti has been a banker and businessman for a number of years, he purchased these shares through his own funds.

****

Mario Palhares 5%

Mr Palhares is currently the Chairman of Banco de Negocios Internacional(BNI) and owns 45% of the bank. BNI is a newly established HBUS banking relationship which began its operations in Angola in November2006.

Education: Economics Degree

Professional Background:

4 years as Vice Governor – Banco Nacional de Angola (Central Bank)
3 years as Director of the Board– Banco Nacional de Angola (Central Bank)
7 years as Chairman of the Board and Chief Executive Officer - Banco Africano de Investimentos (Note: existing HBUS PCM client relationship)

Source of wealth: Prominent Businessman in areas such as Banking and Industry (shareholder of Banco Africano De Investimentos)

ROF dated 1/15/07 found the following information on Mario Abilio Moreira Palhares

Several sources reference Palhares as the chairman of the African Investment Bank (BAI) managing board. Africa investment bank is an official body of the African Union, an organization of 53 African states established in 2001 (Liquid Africa, Load date: 11/17/06; Africa News, Load date: 11/05/04; Africa Energy Intelligence, Load date: 12/05/03).

GRM Abijah Darko's email dated 3/21/06 on file notes that Mario Palhares is the former Chairman of Banco Africano de Investimentos Banco Africano de Investimentos and Banco de Investimentos Africano (African Investment Bank) are not the same entity and the latter was indeed created by the African Union as one of its financial institutions but the bank is not operational yet

****

Others, 33.75%

no one shareholders has more than 5% of ownership

Management - Comment on the Client 's professionalism , expertise , experience , and education of senior officers / executives :
José Carlos Paiva, Chairman of the Board

Mr. Paiva has been with Banco Africano de Investimentos for ten years, and he is a non-executive Board member. He studied Business Management during his college career in his native Angola. He has worked for Sonangol for a number of years and he is currently the Managing Director of Sonangol Ltd., London. (source: email dated 10/25/06 from Abijah Darko, GRM)

Note: Jose Paiva is currently the majority shareholder with 18.5% through his holdings in Arcinella - Assets, SA. (7%), Sforza Properties (British Virgin Islands) (6.5%), and Dabas Management Limited, 5.0%

****

Ana Paula Gray,Vice-Chairman of the Board

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Academic Qualifications:

Bachelor of Commerce, (University of South Africa). Honours in Commerce, Accounting Science. Master in Business Administration (MBA) (University of the Witwatersrand)

Chartered Accountant (South Africa)

Languages: English, Portuguese, Some French

Working Experience:

1982 - 1984 - Saficon Investments Ltd (Head Office)
Internal audit manager

1985 - 1988 - Cargo Motors (A subsidiary of Saficon Investments Ltd)
Financial Manager

1989 - 1991 - Ernst & Young
Auditing (Articles required for the Chartered Accountant qualification)

1992 - Gordon Schachat Investments
Responsible for the management of several investments held by the shareholder

1993 - 30 June 1994 - University of the Witwatersrand Business School
Studying an MBA Full Time

1 July 94 - Dec 2001 - Investec Bank Limited - Johannesburg
Manager - Emerging Markets Finance Division

As from November 1996 - Non Executive Director of Banco Africano de Investimentos SARL

2002 - Investec Bank UK - London
Treasurer

2003 - Investec Bank Hong Kong Pty - Hong Kong
Responsible for the establishment of a physical presence for the bank in Hong Kong

2004 to date - Banco BAI Europa, SA - Lisbon
Executive Director
(source: email dated 10/25/06 from Abijah Darko, GRM)
****

José de Lima Massano, Chief Executive Officer

Mr. Massano studied Finance and Economics at two Angolan universities before he went to Manchester, UK to obtain his degree Finance and Accounting. He completed his Master's of Business Administration and Internal audited in London in 1996.

Mr. Massano worked with Ernst & Young in London in the division responsible for the auditing of Financial Institutions. Some of his clients included Barclays, and Bankers Trust. He later went to work as a Financial Analyst at Texaco. Mr. Massano went on to work for Banco de Poupança e Crédito for a number of years, and he was an Executive Director working closely with their Financial Markets/Accounting department.

He moved from BPC late 2005 where he became an Executive Director at BAI. At the beginning of 2006 Mr. Massano was appointed Chief Executive Officer of BAI. (source: email dated 10/25/06 from Abijah Darko, GRM)
****

Victor Manuel de Faria Cardoso, Finance Manager:

Victor studied Business Management and Economics at the Instituto Superior de Linguas e Administração in Lisbon Portugal. Victor participated in a number of internships with Caixa Geral de Depositos and Montepio in Portugal. He returned to Angola and began his career as a Financial Analyst at Banco de Poupança e Crédito in Luanda Angola. He worked in the dealing room and was subsequently served as Head of the Dealing Room at BPC. He was promoted to Assistant Finance Manager before assuming the Finance Manager position at Banco Africano de Investimentos. (source: email dated 10/25/06 from Abijah Darko, GRM)

Visitation - Summarize information obtained from Client visitations and discussions (Call Reports, etc):
On site visit, 03/15/2007 by Gyanen Kumar- Reg BN Head-Americas, and Glenda Wagner- Sales/Mark and Trading with client attendees: Victor Cardoso- Manager, Gisela Fonseca, and Eduardo Rodrigues- Manager of Dept. of Central Treasury.

BANKNOTES ACTIVITY

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• BAI banknotes activity: 2006 USD 490,000,000
EUR 11,000,000
ZAR 16,000,000

2005 USD 30,000,000
EUR 3,928,068
ZAR 8,000,000
GBP 1,100,000

The increased volume in BAI's banknotes activity since 2005 is because they resumed utilizing our services to meet their banknotes needs after a period of 14 months. During the period from Feb 2005 thru March 2006 BAI was ordering their USD from Standard Bank South Africa. We are now their sole provider of USD Banknotes

MEETING
• Discussed with the Treasury Manager Mr. Rodriguez, Teleservices procedures when delivering banknotes to BAI's facilities BAI will ensure the Customs Representative is present at the time of the delivery by Teleservices so an immediate bulk count of the shipment can be completed. We advised BAI that if the Customs Rep is not present, Teleservices cannot wait for them due to other commitments.

• Discussed pricing for shipments over 20 mio. Agreed that if BAI orders 40 mio per week (Tues - Sat), their second 20 mio rate will be at .68 per mille. Value date will remain the same, Friday's for Tuesday delivery and one day prior to ship date (Mon) when delivering on Thursday.

• BAI will sign an exclusive 5 year Service Agreement in return for giving them a rebate of the US$150,000 for the first 12 months of business retroactive to Jan 1, 2007. Will prepare and send exclusive agreement

• Referred us to new prostpect Banco Privado Atlantico - Carlos Silva, previously at BESA.

KYC/AML
BAI has established internal policies pertaining to identifying clients and reporting unusual activity to its compliance officer

The Central Bank of Angola is currently working to finalize the AML Policy for the financial institutions in Angola Currently the draft policy is with the Justice Department who will determine the legal action and penalties in the event of any violations of the policy

SUMMARY
BAI's primary reason to order USD banknotes is to allow the foreign corporation workers in Angola to withdraw their salaries in USD cash. They have a very large pool of corporate clients due to one of its major shareholders being Sonangol The EUR is to supply Angolans traveling to Europe, mainly to Portugal, and the ZAR is for the travels to South Africa. Both EUR and ZAR are for their retail clients.

BAI is very satisfied with our services overall. They will work with Teleservices and Customs to ensure prompt and smooth delivery. They are eager to sign the exclusive agreement and receive the rebate of US$150,000. Exclusive service agreement is being prepared.

Does the Client have KYC and Anti-Money Laundering (AML) policies and procedures documented?	Yes / No	
If yes, this a copy be attached in the Client file? (Require of Client's in a High Risk Country)	Yes / No	
Does the Client's KYC and AML policies and procedures require identification documentation at the time of opening an account?	Yes / No	
Does the client have a screening process to ensure that procedures for the establishment of new accounts (including obtaining information on the source of funds)?	Yes / No	
Does the client offer accounts or services to anonymous or pseudonymous customers?	Yes / No	
Does the Client have an ongoing system in place to monitor and report suspicious activity?	Yes / NON	
What are the procedures when unusual transactions are detected as a result of the Client's ongoing monitoring process?		Whenever unusual transactions are detected, they are reported to Business Heads and the Internal Audit/Legal areas. The issue would be escalated to the Board as needed, and from there it would be reported to the Central Bank and to the national agency responsible for investigation of financial crimes (source: KYC questionnaire)
How are the Client's KYC and AML Policies and procedures communicated and enforced in the Client's network of domestic and foreign offices?		Client's KYC and AML policies and procedures are communicated to domestic and foreign offices by means of circulars (source: KYC questionnaire)

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Does the Client have a formal / Independent Anti-Money Laundering Compliance function ?	●Yes ○No
If yes, does the Client provide Anti - Money Laundering Training to its employees ?	●Yes ○No
If yes, how often is this AML training provided and to whom :	At least once a year. This responsibility rests mainly with the Legal Department and Internal Audit who are responsible for providing AML training to the banks employees (source: KYC questionnaire)
Comment on the Client's KYC and AML practices (past, present and/or future):	Client has in place written KYC and AML policies and procedures (copy has been requested). All individuals are required to provided ID and residential details during the account opening request. Companies are required to provide copies registration documents, information on shareholding, and copies by-laws as part of the account opening process. These requirements are stated on BAI's account opening checklist/documents. The bank's Legal Department is responsible for reviewing all account opening requests. Only upon approval by Legal are accounts opened. (source: KYC questionnaire)
Does the Country the Client is located in have KYC and AML laws and regulations ?	○Yes ●No
If no, why not:	Angola currently has no comprehensive laws, regulations, or other procedures to detect money laundering and financial crime, although some such crimes are addressed through other provisions of the criminal code. For example, Angola's counternarcotics laws criminalize money laundering related to narcotics-trafficking. There is a draft law to reform the banking sector that contains provisions against money laundering that are consistent with international standards. The Government of Angola expected the law to pass before the end of 2006. According to correspondence received from the GRM-Abijah Darko, the Central Bank of Angola-BNA is still working on their formal Anti-Money Laundering law, and the parties leading this project include the Banking Supervision and the Judiciary Departments. Though BNA has been addressing this issue, the process has been slow as there are four to five areas of the Bank and the Government involved in the review and approval of the legislation. BNA continues to subscribe to FATF regulations and commercial banks within the country are expected to comply. The Central Bank of Angola has the authority to freeze assets, but Angola does not presently have an effective system for identifying, tracing, or seizing assets. Angola is party to the 1988 UN Drug Convention. Angola has signed but not yet ratified the UN Convention against Transnational Organized Crime. Angola has not signed the UN International Convention for the Suppression of the Financing of Terrorism. It has ratified the African Union Anti-Terrorist, Anti-Mercenary, and Money-Laundering Accord.
Sources used for Country KYC , supervisory regime and AML information are set out in the HBUS AML Country Risk List. Please refer to the KYC User Guide.	

Has the Client been audited ?	●Yes ○No
If yes, date:	05/17/2006
If yes, by whom (Audit Firm):	Ernst & Young Audit & Associates. Auditors report is favorable.
Does the Client have a credit rating ?	○Yes ●No

Employing reasonably available information , has due diligence been conducted on the Client 's AML record ?	●Yes ○No
Has negative information been identified ?	

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568403.009

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[illegible]	Yes No

Has Enhanced Due Diligence been conducted for this High Risk Client/Country which includes Compliance (ICRO) checking OFAC & public databases for the names of the customer principals/beneficial owners and executive officers?	Yes No
If yes, has Compliance confirmed that there is no direct adverse information to preclude business with this client?	Yes No
[illegible]	05/10/2006
Date of most recent KYC review	02/14/2007
Department of the Account Manager / Administrator (AM) who prepared this profile	Global Payments & Cash Mgmt

Signature Section

Account Manager / Administrator (AM) Approval	Princely P Muro 02/14/2007 10:08 PM
Client Services / Manager (CS) Approval	Gillian E Bachstein 02/28/2007 08:50 AM
Functional Head of Business / Executive (IS) Approval	Bob Shetty 04/02/2007 04:12 PM
Relationship Manager (RM) Approval	Not Required
Institutional Banking / Team Leader (IB) Approval	Beth Fisher 04/02/2007 04:41 PM
Regional Money Laundering Control Officer (CO) Approval	Alan T Kelley 06/08/2007 03:26 PM

APPROVE/DENY HISTORY:

Created: 05/29/2001 10:20:20 AM Converted from Epic

05-23-2001 14:56 PM Created by: <EPIC to KYC Conversion Process>

<Address>:

Rua Major Kanhangulo No. 34
Caixa Postal 6022
Luanda
ANGOLA

<Status>	:R - Modified - Needs Re-Approval
<Client Name>	:BANCO AFRICANO DE INVESTIMENTOS
<Acct_offr_code>	:342641
<Acct_offr>	:
<Approval_acct_officer>	:*** Henderson, Vivian *** 7/24/98 12:32:06:563
<Unit_offr_code>	:342633
<Unit_mgr>	:
<Approval_unit_mgr>	:*** Sandberg, Job *** 7/24/98 12:22:30:18
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<Legal_dept>	
<Approval_legal_dept>	
<Legal dep comments>	

AM Approved: (Old Status In Process), 11/26/2001 12:33 PM: Jennifer Toussaint-Cali
No Comments

RM Denied: (Old Status AM Approved), 11/30/2001 06:30 PM: Beth Fisher
Pls amend:
1. SWIFT = BAIP AO LU
2. Employees = 86
3. Rank in country = 2
4. Banking relationships -- add CITIBANK.

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5. Financial Section -- Denomination = thousands.
6. In Summary of Reasons: Pls add a comment about careful KYC procedures for Corporate Credit Card program
7. In Summary of Reasons (In Ownership paragraph) -- mention Sonangol as a major shareholder, and explain that it is govt-owned oil company.

AM Approved: (Old Status RM Denied), 12/14/2001 04:52 PM: Jennifer Toussaint-Cali
No Comments

Approved: (Old Status AM Approved), 09/06/2002 05:37 PM: Manwei Huang
No Comments

In Process: (Old Status Approved), 09/12/2002 10:37 AM: Becky Goodwin

Name of principals changed from: [SONANGOL (ANGOLA),GRUPO CREDITO AGRICOLA (PORTUGAL),SERVICE GROUP (ANGOLA),INVESTEC BANK (SOUTH AFRICA),AMERON (UNITED STATES OF AMERICA),BANCO PINTO E SOTTO MAYOR (PORTUGAL),DABAS MANAGEMENT (FRANCE),BRENCO INTERNATIONAL (FRANCE),MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL),MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA)] to: [SONANGOL (ANGOLA),Credito Agricola Group, Lisbon, ,Investec Bank Ltd, Sandton, ,Amer-Con, Miami ,Banco Comercial Português SA, Porto, ,DABAS MANAGEMENT (FRANCE),BRENCO INTERNATIONAL (FRANCE),MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL),MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA),Endiama]
Ownership percentage changed from: [19,10,8,7.5,6,5,5,4,6,4.5] to: [17.5,10,7.5,6,5.5,4,3,3,3]
Country rank changed from: [n/a] to: [1]
Reason changed from: [This information was obtained from the International Narcotics Control Strategy Report dated March2001.

"Money Laundering does not appear to be a significant problem in Angola because of its poorly developed financial sector In December 2000, Angola signed the UN Convention against Transnational Organization Crime "

Angola is considered as a "no-priority" country by the US State Department. Angola is an extremely difficult country to do business in which, combined with the country's strict exchange control regulations, makes money laundering a practical impossibility. Even so, themanagement of Banco Africano de Investimentos (BAI) is aware of international money laundering concerns and would be able to spot suspect transactions were they to come through. They require full identificationof all their customers and are obliged to report suspicious transactions to the BNA (Central Bank)

HSBC issues credit cards to BAI. These cards a 100 per cent cash collateralized; the collateral is kept an a blocked account on our books. There is an account set up especially for the credit cards expense and the account is debited monthly for the full payment of the cards. The cards have a $10,000 limit. The cardholders are in turn, high-end clients of BAI. They are executives of oil and diamond companies; executives of banks; and some government officials.

Management:
Banco Africano de Investimentos' senior management are experienced professionals. The bank is managed by an Executive board with the following composition: Dr. Jose Manuel Serrao, Portuguese. - Dr. Mario A. Palhares, Angolan. Very well known to us, for over three decades, in his function as Senior Director of the Banco Nacional de Angola the central bank of Angola. Dr. Jaime Aguilar, was one of the founder and the president of BAI until 2000 when he left to assume his new position as Governor of Banco Nacional de Angola (the Central Bank).
Dr. Palhares recently left the BNA to play a leading role at BAI - Mr. Theodore Giletti, if British with extensive financial backgrouind Mr. Ricardo D'Abreu, the director as a dynamic young Angolan who studied for his MBA in International Finance in Bath UK.

Ownership:
Banco Africano de Investimentos' equity has been subscribed by 28 shareholders of different nationalities, with the following geographical distribution: 4 Angolan Shareholders 36% the major one being Sonangol. This is the Government owed oil drilling company of Angola. 17 Portuguese Shareholders 36% 7 Foreign (non-Portuguese Shareholders) 28% Among the shareholders, INVESTEC Bank South Africa holds 7.5% Grupo Credito Agricola, Portugal holds 10% Banco Pinto Sotto & Major, Portugal holds 5%

In our best judgement the bank adheres to the policies and practices established by the Central Bank which requires that banks 1) request identification and know the background of each and all of their clients, 2) ensure that funds going through their bank do not originate from illegal sources; verify source of funds 3) monitor transactions for that purpose.
] to: [This information was obtained from the International Narcotics Control Strategy Report dated March2001.

"Money Laundering does not appear to be a significant problem in Angola because of its poorly developed financial sector In December 2000, Angola signed the UN Convention against Transnational Organization Crime "

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the cards. The cards have a $10,000 limit. The cardholders are in turn, high-end clients of BAI. They are executives of oil and diamond companies; executives of banks; and some government officials.

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Banco Africano de Investimentos' senior management are experienced professionals. The bank is managed by an Executive board with the following composition: Dr. Jose Manuel Serrao, Portuguese. - Dr. Mario A. Palhares, Angolan. Very well known to us, for over three decades, in his function as Senior Director of the Banco Nacional de Angola the central bank of Angola. Dr. Jaime Aguilar, was one of the founder and the president of BAI until 2000 when he left to assume his new position as Governor of Banco Nacional de Angola (the Central Bank).
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In our best judgement the bank adheres to the policies and practices established by the Central Bank which requires that banks 1) request identification and know the background of each and all of their clients 2) ensure that funds going through their bank do not originate from illegal sources; verify source of funds 3) monitor transactions for that purpose.
]
Other Accounts changed from: [000124397 For security of the credit cards account] to: [000124346 - 8/8/00 For security of the credit cards account 000124354- cash collateral]

AM Approved: (Old Status In Process), 09/12/2002 10:38 AM: Becky Goodwin
financials, ownership updated

Approved: (Old Status AM Approved), 11/26/2002 06:24 PM: Manwel Huang
No Comments

In Process: (Old Status Approved), 02/25/2003 01:44 PM: Becky Goodwin

Client Category changed from: [] to: [Foreign Financial Institution]
Source of Wealth changed from: [0] to: []

AM Approved: (Old Status In Process), 06/12/2003 11:26 AM: Becky Goodwin
No Comments

CS Approved: (Old Status AM Approved), 06/17/2003 10:05 AM: Sharyn Malone

They do not have documented KYC policies, but do have account opening procedures.

IS Approved: (Old Status CS Approved), 06/23/2003 03:50 PM: Christopher Lok
No Comments

IB Approved: (Old Status IS Approved), 07/14/2003 06:26 PM: Rita Gonzalez
No Comments

Approved: (Old Status IB Approved), 08/27/2003 12:03 AM: Carolyn M Wind
No Comments

In Process: (Old Status Approved), 05/13/2004 12:48 PM: Shannon M Jones
Customer is sent back for re-approval

AM Approved: (Old Status In Process), 08/20/2004 02:33 PM: Shannon M Jones
no comments

CS Denied: (Old Status AM Approved), 09/25/2004 11:27 PM: Sharyn Malone

-Was the visitation on the client's premise? Indicate where visitation took place
-Where is the call report from the March 04' visit - this is a requirement to move the profile forward

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AM Approved: (Old Status CS Denied), 09/27/2004 01:57 PM: Shannon M Jones
Visit took place on site. Call report is in their file

CS Denied: (Old Status AM Approved), 12/13/2004 05:50 PM: Sharyn Malone

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-Update OFAC/Worldcheck date and make sure ownership information vs. ownership summary is consistent.

AM Approved: (Old Status CS Denied), 12/15/2004 02:57 PM: Shannon M Jones
updated as requested

CS Denied: (Old Status AM Approved), 12/29/2004 02:37 PM: Sharyn Malone

-As requested

AM Approved: (Old Status CS Denied), 01/07/2005 03:54 PM: Shannon M Jones
No Comments

CS Approved: (Old Status AM Approved), 02/14/2005 06:06 PM: Sharyn Malone
No Comments

IS Denied: (Old Status CS Approved), 02/15/2005 01:18 PM: Christopher Lok
More info on the rest of the shareholders please.

AM Approved: (Old Status IS Denied), 02/15/2005 01:33 PM: Shannon M Jones
Updated shareholder info and EDD findings

CS Approved: (Old Status AM Approved), 02/15/2005 04:06 PM: Sharyn Malone
No Comments

IS Approved: (Old Status CS Approved), 02/22/2005 10:54 AM: Christopher Lok
This client is located in the address as described above. Caixa Postal 6022 refers to a post box located inside the bank's premises, alongside post boxes of other occupants in the same building

IB Approved: (Old Status IS Approved), 02/22/2005 12:34 PM: Timothy Waring
No Comments

Approved: (Old Status IB Approved), 05/25/2005 04:52 PM: Lynda J Cassell
Researched comments from client regarding number of requests concerning pattern alerts. Angola is a high risk country resulting in a lower threshold for 'alerts'. High volumes of transactions create a higher number of alerts. Since Jan04, 25 patterns were issued, 24have been satisfactory responded to. An additional pattern is still be researched by the client

In Process: (Old Status Approved), 06/08/2005 12:06 PM: Shannon M Jones

Name of principals changed from: [SONANGOL, VEE (ANGOLA),Credito Agricola Group, Lisbon, ,Investec Bank Ltd, Sandton, ,Amer-Con, Miami ,Banco Comercial Português SA, Porto, ,Others, no one shareholder has more than 5% of ownership] to: [M & P Associados,SONANGOL, UEE (ANGOLA),Investec Bank Ltd, Sandton, ,Arcinella - Assets, S.A.,Sforza Properties (British Virgin Islands),Dabas Managemente, Limited,Amercon International, Miami ,ABL,Others, no one shareholders has 5% or more of shares]
Ownership percentage changed from: [17.5,10,7.5,6,5,54] to: [24.2,8.5,7.5,7,6.5,5,5,5,31.3]
License Type(1) changed from: [Investment banking license] to: [General]

In Process: (Old Status Approved), 06/08/2005 12:12 PM: Shannon M Jones

Name of principals changed from: [SONANGOL, VEE (ANGOLA),Credito Agricola Group, Lisbon, ,Investec Bank Ltd, Sandton, ,Amer-Con, Miami ,Banco Comercial Português SA, Porto, ,Others, no one shareholder has more than 5% of ownership] to: [M & P Associados,SONANGOL, UEE (ANGOLA),Investec Bank Ltd, Sandton, ,Arcinella - Assets, S.A.,Sforza Properties (British Virgin Islands),Dabas Managemente, Limited,Amercon International, Miami ,ABL,Others, no one shareholders has 5% or more of shares]
Ownership percentage changed from: [17.5,10,7.5,6,5,54] to: [24.2,8.5,7.5,7,6.5,5,5,5,31.3]
License Type(1) changed from: [Investment banking license] to: [General]

In Process: (Old Status Approved), 06/08/2005 12:13 PM: Shannon M Jones

Name of principals changed from: [SONANGOL, VEE (ANGOLA),Credito Agricola Group, Lisbon, ,Investec Bank Ltd, Sandton, ,Amer-Con, Miami ,Banco Comercial Português SA, Porto, ,Others, no one shareholder has more than 5% of ownership] to: [M & P Associados,SONANGOL, UEE (ANGOLA),Investec Bank Ltd, Sandton, ,Arcinella - Assets, S.A.,Sforza Properties (British Virgin Islands),Dabas Managemente, Limited,Amercon International, Miami ,ABL,Others, no one shareholders has 5% or more of shares]
Ownership percentage changed from: [17.5,10,7.5,6,5,54] to: [24.2,8.5,7.5,7,6.5,5,5,5,31.3]
License Type(1) changed from: [Investment banking license] to: [General]

AM Approved: (Old Status In Process), 10/27/2006 02:34 PM: Princely P Muro
GRM Abijah Darko to provide additional background information on the following shareholders with5% >: Arcinella Assets SA (7%), Sforza Properties (British Virgin Islands) (6.5%), Dabas Management Ltd (5%), and ABL (5%).

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CS Denied: (Old Status AM Approved), 10/27/2006 02:44 PM: Gillian E Bachstein
The primary reason for denying this profile at this point in time is due to insufficient detail on beneficial ownership information As noted above, there are four beneficial owners totaling a significant amont of ownership(23.5%) for whom we have no background information. Other notable factors are

1. Angola has no AML Laws/Regs and are lacking in Procedures for detecting and dealing with money laundering and financial crimes (though there has been some AML efforts in regards to it's diamond industry).
2. Client's completion of the KYC questionnaire was weak (stated it has AML Policies and Procedures but no copies of such were provided).

A 30-day waiver has been provided by Compliance to facilitate the Visa Account opening process We will need the missing background information on the beneficial owners in order to move this profile along in the approval process

AM Approved: (Old Status CS Denied), 02/14/2007 10:02 PM: Princely P Muro
CS denial comments addressed with the exception of clients translated AML Policies and Procedures. However, an updated HSBC KYC questionnaire was completed and presented by the GRM on 2/14/07.

CS Approved: (Old Status AM Approved), 02/28/2007 08:42 AM: Gillian E Bachstein
Client has submitted a more recently completed KYC questionnaire by way of the GRM

IS Approved: (Old Status CS Approved), 04/02/2007 04:11 PM: Bob Shetty
Agree based on GRM support and long standing global relationship Pls reconcile the number of branches and seek a more recent call report.

IB Approved: (Old Status IS Approved), 04/02/2007 04:39 PM: Beth Fisher
As mentioned by Bob, the #s in number of branches & location of branches should match; and it is time for an updated call report In addition, in Transaction Activity, please add the Credit Card program.
Re-approval is recommended based on continued GRM (HSBC South Africa) and PCM support, knowledge, and monitoring.

Approved: (Old Status IB Approved), 06/08/2007 03:26 PM: Alan T Ketley
CO Reviewer and PSRR have extensive correspondence regarding the exact ownership structure of the bank and the investigation as to the degree of ownership exercised by Sonangol Profile should be modified to include this additional detail

The credit card business being offered by PCM needs to have additional controls put in place as regards onboarding and regular OFAC scanning. Customer profile needs to address the risks of the credit card activity. Additional transaction monitoring for this activity has been implemented.

Revision History

Editor	Date	Reason for Update
Kim Zinszer	07/19/2007 11:47:46 AM	added credit card to section V, per request from B Fisher
Anh H Le	07/16/2007 03:23:06 PM	Updated Visitation
Princely P Muro	06/13/2007 04:27:01 PM	Updated Summary of Reasons - Purpose Section per CO approval condition
Princely P Muro	06/13/2007 03:10:49 PM	Updated general comments and ownership sections per COs approval condition
Princely P Muro	02/14/2007 03:58:37 PM	General updates
Princely P Muro	02/09/2007 09:24:26 AM	Updated general comments section
Pierre Nasser	02/06/2007 11:46:32 AM	updates to general comments sect
Princely P Muro	02/05/2007 04:59:20 PM	General updates
Princely P Muro	02/02/2007 05:04:34 PM	General updates
Pierre Nasser	01/18/2007 08:56:14 AM	updated to include new acct in profile

CRR Revision History

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Pierre Nasser

G #17

FIG HBUS
Sent by: Ana Florim

05/10/06 12:02 PM

To Pierre Nasser/HBUS/HSBC@HSBC
cc FIG HBUS@HSBC, Carolyn M King/HBUS/HSBC@HSBC, PSRR@HSBC
bcc
Subject Report of Findings - Banco Africano de Investimentos, Angola

Dear Pierre,

The below report was prepared by one of our new FIG Investigators, Kathleen Dischner. She does not have Lotus Notes yet, so I am sending this on her behalf. Please feel free to contact me with any questions.

Thank you,
Ana

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INVESTIGATIVE CONTROL AND REPORTING OFFICE (ICRO)
FINANCIAL INTELLIGENCE UNIT
REPORT OF FINDINGS (UPDATE)
(Research as of 05/10/06)

INVESTIGATOR: Kathleen Dischner

FINANCIAL INTELLIGENCE GROUP (FIG)
REPORT OF FINDINGS

SUBJECT: Banco Africano de Investimentos

ENTITIES: Banco Africano de Investimentos

REQUESTOR: Pierre Nasser

DEPARTMENT: Banknotes

A Report of Findings in support of Enhanced Due Diligence was conducted for Banco Africano de Investimentos, located in the HSBC-designated high-risk country of Angola. This is an update to a previous report prepared for this bank on 2/14/2005, which is provided below for your reference. *Only items impacting adversely on money laundering, terrorist financing or other substantive criminal activity concerns will be detailed in this updated report.*

UPDATE:

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568403.015

Pierre Nasser

World-Check identified Sonangol as a Politically Exposed Person (PEP), due to the fact that it is a subsidiary of the Angolan National Oil Company SONANGOL E.P., and provides a physical presence in the international market to sell Angolan Government's crude oil production.

Banco Africano de Investimentos is therefore also identified on World-Check as a Politically Exposed Person (PEP), due to the fact that Sonangol has a 17.5% share in its stock.

Manuel Vicente, a Director of Banco Africano de Investimentos, is identified on World-Check as a Politically Exposed Person (PEP). In August 1999 he was appointed CEO of State owned Oil Company Sonangol, and in August 2002 his CEO mandate was renewed for three years. He was also the Vice President of Eduardo dos Santos Foundation.

No evidence of money laundering, terrorist financing or other substantive criminal activity was found in our regular sources regarding Banco Africano de Investimentos, its ownership or its top executives.

Information Found Regarding this Financial Institution, its Ownership or its Top Executives that Warrants SCC Consideration:

Banco Africano de Investimentos should be considered for classification as a SCC since one of its major shareholders, Sonangol (owned by the Government of Angola), and one of its Directors, Manuel Vicente, were listed on World-Check as a Politically Exposed Persons (PEP).

**** Should you find any discrepancies between the ownership and/or executives named in this report and those named in your current, up-to-date KYC information, please let us know so that we may check any differing names for items impacting adversely on money laundering, terrorist financing or other substantive criminal activity concerns.*

This report is confidential and is intended solely for the use of the HSBC business to which it is addressed and those who need to know the information pursuant to that business' internal procedures. This report is not to be disseminated to any other person or entity. Our investigative findings are, in part, based upon information available to us through a variety of third-party providers at the time our search is performed. While every attempt is made to find all substantive information, we make no representation that the information provided to, or gathered by us, is complete.

Please feel free to contact me with any questions regarding this report.

Kathleen Dischner

Text from previous report from 2/14/2005:

FINANCIAL INTELLIGENCE GROUP (FIG)

ph44585 on D330-44585-7600 with DISTILLER

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568403.016

Pierre Nasser

REPORT OF FINDINGS

SUBJECT: Banco Africano de Investimentos

REQUESTOR: Daniel Jack

[redacted] = Redacted by the Permanent Subcommittee on Investigations

DEPARTMENT: Compliance/AML

ACCOUNTS: DDA [redacted], DDA [redacted], and DDA [redacted]

Enhanced due diligence was requested for Banco Africano de Investimentos.

Banco Africano de Investimentos

Banco Africano de Investimentos was established on November 14, 1997. The Bank's headquarters are located at 34 Rua Major Kanhangulo, 6022 Luanda, Angola. Banco Africano de Investimentos is Angola's first fully privately owned bank. The Bank is regulated by the Banco Nacional de Angola and audited by Ernst and Young. The Bank currently employs approximately 315 individuals. The Bank's directors are as follows: Dr. Mario A Palhares, Chairman and President; Dr. Jose Castro Paiva, Vice-President; Dr. Jose Manuel Serrao, Executive Administrator; Dr. Ana Paula Gray, Executive Administrator; Dr. Jose Boyol, General Manager.

The Bank's shareholders, holding shares larger than 5%, are as follows: Sonangol (17.5%), Credito Agricola Group (10%), Investec Bank Ltd. (7.5%), Amer-Con (6%), Banco Comercial Portugues (5%) and Dabas Management (5%). No adverse information in regards to money laundering was found for the Bank's shareholders or principals.

Recently (1/2005), an article from *Africa Energy Intelligence* described Sonangol's, an Angolan oil company owning a large shares in Banco African de Investimentos, current financial situation. The article described how Sonangol was trying to minimize its debt by selling bonds on the international market. In doing so, its goal is to have a "completely clean record." The company has asked Banco Africano de Investimentos to advise and oversee this process.

Various other press articles, many from *Africa Energy Intelligence*, refer to Sonangol as holding a "controlling" stake in Banco Africano de Investimentos. In addition, most of the references add that Sonangol's stake in the Bank is 17.5%. According to *Energy Compass* (7/2003), Banco Africano de Investimentos bought the State Hotel Pousada da Boa Vista. This appears, from the article, that this was an attempt to strengthen ties between Angola's oil industry and Sao Tome, an island in the Gulf of Guinea in Africa.

This Bank appears to be running under the close direction of its highest shareholder, Sonangol. The Bank also appears to be active in the economic development of Angola and Angola's oil development.

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568403.017

Pierre Nasser

Should you have further questions regarding this EDD, please contact me.

Best,

Megan Kates
Financial Investigator (FIG)

From: Pierre Nasser on 16 Mar 2006 08:39

From: Pierre Nasser on 16 Mar 2006 08:39

To: FIG HBUS
cc: Carolyn M King, et al
Subject: EDD Report - Banco Africano de Investimentos, Angola

Please perform an EDD report on Banco Africano de Investimentos, Angola, specifically on the new owners, the structure is as follows:

Sonangol, Luanda 17.5%
Service Group, Luanda 8% *
Investec Bank Ltd, Sandton 7.5%
Jose Carlos Recio 7.5% *
Arcinella Assets SA 7%
Sforza Properties SA 6.5%
Amer-Con Corp, Miami 6%
Banco Comercial Portugues SA, Porto 5% *
Dabas Management Ltd 5%
Others 30% with no one with 5% or more shares in the bank

* denotes new ownership

Banco Africano de Investimentos

Regards
Pierre Nasser
Payment Services Regulatory Risk Unit
Tel: 302-636-2711
Fax: 302 636-2211
E-mail: Pierre.Nasser@us.hsbc.com

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568403.018

Angola

Angola is not a regional or offshore financial center and has not prosecuted any known cases of money laundering. The laundering of funds derived from continuous and widespread high-level corruption is a concern, as is the use of diamonds as a vehicle for money laundering. However, the Government of Angola (GOA) has taken steps to guard against money laundering in the diamond industry by participating in the "Kimberley Process," an international certification scheme designed to halt trade in "conflict" diamonds in countries such as Angola. Angola has implemented a control system in accordance with the Kimberley Process. However, through the process of "mixing parcels" of licit and illicit diamonds, the Kimberly certification process can be compromised. Angola's long and porous borders further facilitate smuggling and the laundering of diamonds.

Angola currently has no comprehensive laws, regulations, or other procedures to detect money laundering and financial crimes, although some related crimes are addressed through other provisions of the criminal code. Reportedly, additional laws are in draft form. Legislation governing foreign exchange controls allows the Central Bank's Supervision Division, the governmental entity charged with money laundering issues, to exercise some authority against illicit banking activities. The Central Bank of Angola has the authority to freeze assets, but Angola does not presently have an effective system for identifying, tracing, or seizing assets. Instead, such crimes are addressed through other provisions of the criminal code. For example, Angola's counternarcotics laws criminalize money laundering related to narcotics trafficking. One of three draft laws to reform the banking sector specifically targets money laundering. The money laundering bill, which has not yet been approved by the Angolan Parliament, was drafted with the assistance of the World Bank. The GOA expects the money laundering law to be promulgated in 2006.

The high cash flow in Angola makes its financial system a potentially attractive site for money laundering. Because of a lack of a domestic interbank dollar clearing system, even dollar transfers between domestic Angolan banks are logged as "international" transfers, thus creating an incentive to settle transfers in cash. The local banking system imports approximately $200-300 million in net cash per month, largely in dollars, without a corresponding cash outflow. Reportedly, local bank representatives have noted that clients have walked into banks with up to $2 million in a briefcase to make a deposit. These massive cash flows occur in a banking system ill equipped to detect and report suspicious activity. The Central Bank has no workable data management system and only rudimentary analytic capability. It cannot develop suspicious transaction reports (STRs), much less analyze them and search for patterns.

Angola is party to the 1988 UN Drug Convention. Angola has signed but not yet ratified the UN Convention against Transnational Organized Crime. Angola has not signed the UN International Convention for the Suppression of the Financing of Terrorism.

The Government of Angola should pass its pending legislation and criminalize money laundering (beyond drug offenses) and terrorist financing. As part of the legislation, the GOA should establish a system of financial transparency reporting requirements. The GOA should then move quickly to implement the legislation and bolster the capacity of law enforcement to better investigate financial crimes. The GOA should become a party to both the UN Convention against Transnational Organized Crime and the UN International Convention for the Suppression of the Financing of Terrorism. The GOA should increase efforts to combat official corruption.

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568403.019

HSBC

Note
01 Jun 2001 15:31

From:	Jennifer Toussaint-Cali	Tel:	212-525-6273
Title:	Assistant Vice President	Location:	452 5th Ave, Floor 20
WorkGroup:	Client Services-NYC	Mail Size:	4297

To: Beth Fisher

Subject: Credit Cards

---------- Forwarded by Jennifer Toussaint-Cali/HBUS/HSBC on 06/01/2001 03:31 PM ----------
Jennifer Toussaint-Cali on 30 May 2001 10:41

Note
30 May 2001 10:41

From:	Jennifer Toussaint-Cali	Tel:	212-525-6273
Title:	Assistant Vice President	Location:	452 5th Ave, Floor 20
WorkGroup:	Client Services-NYC	Mail Size:	1606

To: rabreu
Subject: Credit Cards

Dear Ricardo,

I received your recent request to issue three cards to: Paulo Pfluger Barreto de Lara; Etienne Albert Brechet and Jose Manuel de Castro. However, due to our compliance demands, we need for you to provide us with the following information:

What type of companies are Eduardo Manuel Fontes Andrade de Angola; Jembas - Assistancia Tecnica and Jomaca Construcao Civil?

Who are their respective ownerships?

What are the positions/titles of the cardholders?

Are they BAI's clients?

We also need photocopies of their passports.

Ricardo, also, I faxed to your attention, the invoice of the current cards. I need your authorization to debit your account to effect payment.

Thank you

Jennifer

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1622

HSBC-PSI 036766

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568403.020

Client Name: BANCO AFRICANO DE INVESTIMENTOS

I. General Information

Status: Modified - Need Re-approval

Activity Status: Active

Type of Client: ● Bank ○ Non-Bank ○ Branch ○ Subsidiary ○ N/A

Name of Parent:

Address: Rua Major Kanhangulo No. 34
Caixa Postal 6022
Luanda

Country: Angola

Telephone: 011-2442-336-814
011-244-335-749

Fax: 011-244-335-486

Telex: 4088 BAI AN

Swift Code: N/A

New Client or Existing Client: ● New ○ Existing

Date Account Activated: 4/14/98

Primary Account Number: [redacted]

Other Accounts:

Is the Client or its Parent traded on an Exchange or State owned: ○ Yes ● No

Name of Exchange:

Is the Client's Shareholders' Equity 25 Million USD or more ? ● Yes ○ No

Has the client been under the same ownership for the last 10 years ? ○ Yes ○ No ● NA (new bank)

Is the client owned by a state or located in a state listed on the "Current Members of the Financial Action Task Force List?" ○ Yes ● No

Which Financial Action Task Force state:

Specify entity/agency/government office through which the client is owned, if applicable:

General comments:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

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568403.021

Client Name: BANCO AFRICANO DE INVESTIMENTOS

II. Ownership/Management

1. Name of Principals (large shareholders - 10% or more)	% of ownership
SONANGOL (ANGOLA)	19.00
GRUPO CREDITO AGRICOLA (PORTUGAL)	10.00
SERVICE GROUP (ANGOLA)	8.00
INVESTEC BANK (SOUTH AFRICA)	7.50
AMERON (UNITED STATES OF AMERICA)	6.00
BANCO PINTO E SOTTO MAYOR (PORTUGAL)	5.00
DABAS MANAGEMENT (FRANCE)	5.00
BRENCO INTERNATIONAL (FRANCE)	4.00
MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL)	6.00
MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA)	4.50

2. Name of Corporate Officers	Title
Dr. Aguinaldo Jaime	President
Dr. Joe Manuel Serrao	Vice President
Dr. Mario Palhares	Vice President
Dr. Paula Gray	Administrator
Eng. Joaquim David	Administrator

3. Total Number of Employees: 50

4. Where is the Client Incorporated: Angola

Year Established: 1996

5. What is the Client's Rank in country (asset based n/a

6. How many branches does the client have: 3

Where ? 1 in Lisbon, Portugal, 1 in Luanda, Angola, 1 in Chibanda, Angola

7. List license type and year of issuance:

Investment banking license 1996

8. Indicate reporting agency(ies) / supervisory body(ies) in the country(ies) of operation:

Banco Nacional de Angola

9. Please list principal affiliated relationships if any:

Investec Bank Ltd.

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HSBC-PSI 036768

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568403.022

Client Name: BANCO AFRICANO DE INVESTIMENTOS

III. Referral Information

How was the client introduced to HSBC ?	By Loita Capital Partners, in Africa
By whom:	Mr. Graham Hurst, Director
Was the client recommended by anyone from HSBC ?	○ Yes ● No
If yes, by whom:	
Indicate Banking References and Relationships (List 3):	Banco Pinto e Sotto Mayor, Portugal Investec Bank, South Africa Grupo Credito Agricola, Portugal
Reference documentation for Russia and NIS in Credit File ?	○ Yes ○ No ● NA (all other countries)

IV. Visitation

Was the client visited ?	● Yes ○ No
If Yes,	
Date last visited:	3/20/00
By whom ?	PETER BLENK
Call report in Credit File ?	● Yes ○ No
If No,	
Why Not ?	
When is the visit expected:	

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568403.023

Client Name: BANCO AFRICANO DE INVESTIMENTOS

V. Transaction Activity

The Know Your Customer (KYC) Policy requires a listing of the client's business activity with HSBC. Please list:

Transactions	Expected Frequency
Clearing (Funds Transfer)	Daily
Current Account	Bi-Weekly
Managed Account	Occasionally
Time Deposits	Monthly
Trading - Banknotes	See Banknotes Activity Section

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01502 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568403.024

Client Name: BANCO AFRICANO DE INVESTIMENTOS

Activity Status: Prospective

VI. Banknotes Activity

For HSBC Office: New York

1. Monthly average of sales by HSBC: (for new clients, enter anticipated monthly volume manually)	$6,000,000	○ Automatic ● Manual
	Initial Trade Date	
2. Monthly average of purchases by HSBC: (for new clients, enter anticipated monthly volume manually)	$0	○ Automatic ● Manual
		For BN figures refer to paren ☐
3. Are there seasonal variations in volume of activity? If so, explain:	Local demand	
4. Credit limit per transaction	$ 6,000,000.00	
5. Currencies traded:	USD	Mainly Non USD ☐
6. Please describe the reason for dealing in banknotes transactions including with whom this client is dealing - retail, wholesale, domestic,cross border etc. :	Local market supply	
7. Where will Banknotes be shipped to:	Luanda, Angola	
8. Where will Banknotes be shipped from:	New York	
9. Method of settlement:		▬ = Redacted by the Permanent Subcommittee on Investigations
Wire transfers from:		
Wire transfers to:		
Debit/Credit HSBC account #:	[redacted]	
10. Credit line requested (including secured):	● Yes ○ No	
Credit approval received:	● Yes ○ No	Date Approved: 12/2/99

Banknotes Signature Section

Status: Approved

I have reviewed the information listed above and the "Know Your Customer" and "due diligence" criteria. I recommend this bank for Banknotes business.

Name of the Trader/Banknotes officer authorized to sign:	Abel Ghacham	
Electronically signed by:	*** Ghacham, Abel ***	12/01/99 12:15
Name of Head Trader authorized to sign:	Thomas Weiner	
Electronically signed by:	*** Weiner, Tom ***	12/01/99 12:16
Legal department authorized to sign: (if required by KYC policy)		
Electronically signed by:		

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568403.025

Client Name: BANCO AFRICANO DE INVESTIMENTOS

VII. Financial Summary (To be completed only on initial KYC)

Financial Statement Date:	12/31/97	○ Automatic (from BankSta
Currency:		○ Manual
Exchange Rate:		
Note: All amounts are in: US$		
Assets:	44,426,056	
Loans:	579,637	
Deposits:	10,430,517	
Shareholders Equity:	28,189,559	
Net Income:	5,655,258	

VIII. Documentation Checklist

For counterparties that are not traded on an Exchange

List of Authorized Signatories and/or Corporate Resolution	● Yes	○ No	○ N/A
If no, explain:			
Articles of Incorporation and/or Copy of Banking License	● Yes	○ No	○ N/A
If no, was it waived?	○ Yes	○ No	● N/A
Current Annual Report or Current Financial Statement	● Yes	○ No	○ N/A
Date of Statement:	12/31/97		

For counterparties that are traded on an Exchange or State owned

List of Authorized Signatories and/or Corporate Resolution	○ Yes	○ No	○ N/A
If no, explain:			
Current Annual Report or Current Financial Statement	○ Yes	○ No	○ N/A
Date of Statement:			

For Russia and N.I.S. and other countries as designated

Copy of Banking License	○ Yes	○ No	○ N/A

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568403.026

Client Name: BANCO AFRICANO DE INVESTIMENTOS

Signature Section

We have reviewed the information provided above in the context of the bank's "Know Your Customer" policy and "due diligence" requirements and criteria. Based on the following summary of reasons, we feel comfortable recommending this bank for banking business.
Briefly describe client's own KYC policy, procedures and practices.

Summary of reasons:

Management:
BAI's senior management are experienced professionals. The bank is managed by an Executive board with the following composition:
- Dr. Aguinaldo Jaime, Angolan.
- Dr. Jose Manuel Serrao, Portuguese.
- Dr. Mario A. Palhares, Angolan. Very well known to us, for over three decades, in his function as Senior Director of the Banco Nacional de Angola, the central bank of Angola. Dr. Palhares is a close friend of Mr. Lavrador, the Governor of the Central Bank of Angola.
Dr. Palhares recently left the BNA to play a leading role at BAI.
Mr. Theodore Giletti, British.

KYC:
In terms of money laundering, Angola is considered as a "no-priority" country by the US State Department. Angola is an extremely difficult country to do business in, which combined with the country's strict exchange control regulations, makes money laundering a practical impossibility. Even so, BAI's management is aware of international money laundering concerns and would be able to spot suspect transactions were they to come through. They require full identificationof all their customers and are obliged to report suspicious transactions to the BNA (Central Bank).

Ownership:
Banco Africano de Investimentos' equity has been subscribed by 28 shareholders of different nationalities, with the following geographical distribution:

4 Angolan Shareholders 36%
17 Portuguese Shareholders.....36%
7 Foreign (non-Portuguese Shareholders).....28%

Among the shareholders, INVESTEC Bank South Africa holds 7.5%
Grupo Credito Agricola, Portugal holds 10%
Banco Pinto Sotto & Major, Portugal holds 5%

Name of Account Manager authorized to sign :	V.HENDERSON	
Electronically signed by:	*** Henderson, Vivian ***	07/24/98 12:32
Name of Marketing Officer authorized to sign:	J. SANDBERG	
Electronically signed by:	*** Sandberg, Job ***	07/24/98 12:22
Senior Officer authorized to sign: (if required by KYC Policy)		
Electronically signed by:		
Legal Dept. authorized to sign: (if required by KYC Policy)		
Electronically signed by:		

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568403.027

HSBC

Note
01 Jun 2001 15:31

From:	Jennifer Toussaint-Cali	Tel:	212-525-6273
Title:	Assistant Vice President	Location:	452 5th Ave, Floor 20
WorkGroup:	Client Services-NYC	Mail Size:	4297

To: Beth Fisher

Subject: Credit Cards

---------- Forwarded by Jennifer Toussaint-Cali/HBUS/HSBC on 06/01/2001 03:31 PM ----------
Jennifer Toussaint-Cali on 30 May 2001 10:41

Note
30 May 2001 10:41

From:	Jennifer Toussaint-Cali	Tel:	212-525-6273
Title:	Assistant Vice President	Location:	452 5th Ave, Floor 20
WorkGroup:	Client Services-NYC	Mail Size:	1606

To: rabreu
Subject: Credit Cards

Dear Ricardo,

I received your recent request to issue three cards to: Paulo Pfluger Barreto de Lara; Etienne Albert Brechet and Jose Manuel de Castro. However, due to our compliance demands, we need for you to provide us with the following information:

What type of companies are Eduardo Manuel Fontes Andrade de Angola; Jembas - Assistancia Tecnica and Jomaca Construcao Civil?

Who are their respective ownerships?

What are the positions/titles of the cardholders?

Are they BAI's clients?

We also need photocopies of their passports.

Ricardo, also, I faxed to your attention, the invoice of the current cards. I need your authorization to debit your account to effect payment.

Thank you

Jennifer

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1622

HSBC-PSI 036766

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01506 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568403.028

Client Name: BANCO AFRICANO DE INVESTIMENTOS

I. General Information

Status: Modified - Need Re-approval

Activity Status: Active

Type of Client: ● Bank ○ Non-Bank ○ Branch ○ Subsidiary ○ N/A

Name of Parent:

Address: Rua Major Kanhangulo No. 34
Caixa Postal 6022
Luanda

Country: Angola

Telephone: 011-2442-336-814
011-244-335-749

Fax: 011-244-335-486

Telex: 4088 BAI AN

Swift Code: N/A

New Client or Existing Client: ● New ○ Existing

Date Account Activated: 4/14/98

Primary Account Number: [redacted]

Other Accounts:

Is the Client or its Parent traded on an Exchange or State owned: ○ Yes ● No

Name of Exchange:

Is the Client's Shareholders' Equity 25 Million USD or more ? ● Yes ○ No

Has the client been under the same ownership for the last 10 years ? ○ Yes ○ No ● NA (new bank)

Is the client owned by a state or located in a state listed on the "Current Members of the Financial Action Task Force List?" ○ Yes ● No

Which Financial Action Task Force state:

Specify entity/agency/government office through which the client is owned, if applicable:

General comments:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

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568403.029

Client Name: BANCO AFRICANO DE INVESTIMENTOS

II. Ownership/Management

1. Name of Principals (large shareholders - 10% or more)	% of ownership
SONANGOL (ANGOLA)	19.00
GRUPO CREDITO AGRICOLA (PORTUGAL)	10.00
SERVICE GROUP (ANGOLA)	8.00
INVESTEC BANK (SOUTH AFRICA)	7.50
AMERON (UNITED STATES OF AMERICA)	6.00
BANCO PINTO E SOTTO MAYOR (PORTUGAL)	5.00
DABAS MANAGEMENT (FRANCE)	5.00
BRENCO INTERNATIONAL (FRANCE)	4.00
MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL)	6.00
MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA)	4.50

2. Name of Corporate Officers	Title
Dr. Aguinaldo Jaime	President
Dr. Joe Manuel Serrao	Vice President
Dr. Mario Palhares	Vice President
Dr. Paula Gray	Administrator
Eng. Joaquim David	Administrator

3. Total Number of Employees: 50

4. Where is the Client incorporated: Angola

Year Established: 1996

5. What is the Client's Rank in country (asset based n/a

6. How many branches does the client have: 3

Where ? 1 in Lisbon, Portugal, 1 in Luanda, Angola, 1 in Chibanda, Angola

7. List license type and year of issuance:

Investment banking license 1996

8. Indicate reporting agency(ies) / supervisory body(ies) in the country(ies) of operation:

Banco Nacional de Angola

9. Please list principal affiliated relationships if any:

Investec Bank Ltd.

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HSBC-PSI 036768

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568403.030

Client Name: BANCO AFRICANO DE INVESTIMENTOS

III. Referral Information

How was the client introduced to HSBC ?	By Loita Capital Partners, in Africa
By whom:	Mr. Graham Hurst, Director
Was the client recommended by anyone from HSBC ?	○ Yes ● No
If yes, by whom:	
Indicate Banking References and Relationships (List 3):	Banco Pinto e Sotto Mayor, Portugal Investec Bank, South Africa Grupo Credito Agricola, Portugal
Reference documentation for Russia and NIS in Credit File ?	○ Yes ○ No ● NA (all other countries)

IV. Visitation

Was the client visited ?	● Yes ○ No
If Yes,	
Date last visited:	3/20/00
By whom ?	PETER BLENK
Call report in Credit File ?	● Yes ○ No
If No,	
Why Not ?	
When is the visit expected:	

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ph44585 on D330-44585-7600 with DISTILLER
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568403.031

Client Name: BANCO AFRICANO DE INVESTIMENTOS

V. Transaction Activity

The Know Your Customer (KYC) Policy requires a listing of the client's business activity with HSBC. Please list:

Transactions	Expected Frequency
Clearing (Funds Transfer)	Daily
Current Account	Bi-Weekly
Managed Account	Occasionally
Time Deposits	Monthly
Trading - Banknotes	See Banknotes Activity Section

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568403.032

Client Name: BANCO AFRICANO DE INVESTIMENTOS

Activity Status: Prospective

VI. Banknotes Activity

For HSBC Office: New York

1. Monthly average of sales by HSBC: (for new clients, enter anticipated monthly volume manually)	$6,000,000	○ Automatic ● Manual
	Initial Trade Date	
2. Monthly average of purchases by HSBC: (for new clients, enter anticipated monthly volume manually)	$0	○ Automatic ● Manual
		For BN figures refer to paren☐
3. Are there seasonal variations in volume of activity? If so, explain:	Local demand	
4. Credit limit per transaction	$ 6,000,000.00	
5. Currencies traded:	USD	Mainly Non USD☐
6. Please describe the reason for dealing in banknotes transactions including with whom this client is dealing - retail, wholesale, domestic,cross border etc. :	Local market supply	
7. Where will Banknotes be shipped to:	Luanda, Angola	
8. Where will Banknotes be shipped from:	New York	
9. Method of settlement:		
Wire transfers from:		
Wire transfers to:		
Debit/Credit HSBC account #:	[redacted]	
10. Credit line requested (including secured):	● Yes ○ No	
Credit approval received:	● Yes ○ No	Date Approved: 12/2/99

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Banknotes Signature Section

Status: Approved

I have reviewed the information listed above and the "Know Your Customer" and "due diligence" criteria. I recommend this bank for Banknotes business.

Name of the Trader/Banknotes officer authorized to sign:	Abel Ghacham	
Electronically signed by:	*** Ghacham, Abel ***	12/01/99 12:15
Name of Head Trader authorized to sign:	Thomas Weiner	
Electronically signed by:	*** Weiner, Tom ***	12/01/99 12:16
Legal department authorized to sign: (if required by KYC policy)		
Electronically signed by:		

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568403.033

Client Name: BANCO AFRICANO DE INVESTIMENTOS

VII. Financial Summary (To be completed only on initial KYC)

Financial Statement Date:	12/31/97	○ Automatic (from BankSta
Currency:		○ Manual
Exchange Rate:		
Note: All amounts are in: US$		
Assets:	44,426,056	
Loans:	579,637	
Deposits:	10,430,517	
Shareholders Equity:	28,189,559	
Net Income:	5,655,258	

VIII. Documentation Checklist

For counterparties that are not traded on an Exchange

List of Authorized Signatories and/or Corporate Resolution	● Yes	○ No	○ N/A
If no, explain:			
Articles of Incorporation and/or Copy of Banking License	● Yes	○ No	○ N/A
If no, was it waived?	○ Yes	○ No	● N/A
Current Annual Report or Current Financial Statement	● Yes	○ No	○ N/A
Date of Statement:	12/31/97		

For counterparties that are traded on an Exchange or State owned

List of Authorized Signatories and/or Corporate Resolution	○ Yes	○ No	○ N/A
If no, explain:			
Current Annual Report or Current Financial Statement	○ Yes	○ No	○ N/A
Date of Statement:			

For Russia and N.I.S. and other countries as designated

Copy of Banking License	○ Yes	○ No	○ N/A

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568403.034

Client Name: BANCO AFRICANO DE INVESTIMENTOS

Signature Section

We have reviewed the information provided above in the context of the bank's "Know Your Customer" policy and "due diligence" requirements and criteria. Based on the following summary of reasons, we feel comfortable recommending this bank for banking business.
Briefly describe client's own KYC policy, procedures and practices.

Summary of reasons:

Management:
BAI's senior management are experienced professionals. The bank is managed by an Executive board with the following composition:
- Dr. Aguinaldo Jaime, Angolan.
- Dr. Jose Manuel Serrao, Portuguese.
- Dr. Mario A. Palhares, Angolan. Very well known to us, for over three decades, in his function as Senior Director of the Banco Nacional de Angola, the central bank of Angola. Dr. Palhares is a close friend of Mr. Lavrador, the Governor of the Central Bank of Angola.
Dr. Palhares recently left the BNA to play a leading role at BAI.
Mr. Theodore Giletti, British.

KYC:
In terms of money laundering, Angola is considered as a "no-priority" country by the US State Department. Angola is an extremely difficult country to do business in, which combined with the country's strict exchange control regulations, makes money laundering a practical impossibility. Even so, BAI's management is aware of international money laundering concerns and would be able to spot suspect transactions were they to come through. They require full identificationof all their customers and are obliged to report suspicious transactions to the BNA (Central Bank).

Ownership:
Banco Africano de Investimentos' equity has been subscribed by 28 shareholders of different nationalities, with the following geographical distribution:

4 Angolan Shareholders 36%
17 Portuguese Shareholders.....36%
7 Foreign (non-Portuguese Shareholders).....28%

Among the shareholders, INVESTEC Bank South Africa holds 7.5%
Grupo Credito Agricola, Portugal holds 10%
Banco Pinto Sotto & Major, Portugal holds 5%

Name of Account Manager authorized to sign :	V.HENDERSON	
Electronically signed by:	*** Henderson, Vivian ***	07/24/98 12:32
Name of Marketing Officer authorized to sign:	J. SANDBERG	
Electronically signed by:	*** Sandberg, Job ***	07/24/98 12:22
Senior Officer authorized to sign: (if required by KYC Policy)		
Electronically signed by:		
Legal Dept. authorized to sign: (if required by KYC Policy)		
Electronically signed by:		

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568403.035

Pierre Nasser10/25/200608:25:04 AM

Abijah DARKO/HCZA/HSBC@HIBM
10/25/06 08:18 AM

To Pierre Nasser/HBUS/HSBC@HSBC
cc PSRR@HSBC, Matthew J Nardo/HBUS/HSBC@HSBC
bcc
Subject Banco Africano de Investimento outstanding KYC information

Pierre,

Please find below the outstanding information for Banco Africano de Investimentos. I hope we can push for approval of this KYC profile, as they are quite keen to have the Visa account opened urgently.

I have provided all the biographies and the information requested. I did advise of the management changes in previous emails, and I have also provided the Patriot Act Cert. along with 2005 financials. I cannot recall if I sent the English version, so please find it attached:

BAI Relatorio Contas 2005 Ingles EYFinal.pdf

Biographies
José Carlos Paiva, Chairman of Board - Mr. Paiva has been with Banco Africano de Investimentos for ten years, and he is a non-executive Board member. He studied Business Management during his college career in his native Angola. He has worked for Sonangol for a number of years and he is currently the Managing Director of Sonangol Ltd., London.

Ana Paula Gray, Vice-Chairman of Board

- CURRICULUM VITAE-PAULA GRAY.doc

Victor Manuel de Faria Cardoso, Finance Manager:
Victor studied Business Management and Economics at the Instituto Superior de Linguas e Administração in Lisbon, Portugal. Victor participated in a number of internships with Caixa Geral de Depositos and Montepio in Portugal. He returned to Angola and began his career as a Financial Analyst at Banco de Poupança e Crédito in Luanda, Angola. He worked in the dealing room and was subsequently served as Head of the Dealing Room at BPC. He was promoted to Assistant Finance Manager within and currently works as the Finance Manager at Banco Africano de Investimentos.

José de Lima Massano, Chief Executive Officer
Mr. Massano studied Finance and Economics at two Angolan universities before he went to Manchester, UK to obtain his degree Finance and Accounting. He completed his Master's of Business Administration and Internal audited in London in 1996.

Mr. Massano worked with Ernst & Young in London in the division responsible for the auditing of Financial Institutions. Some of his clients included Barclays, and Bankers Trust. He later went to work as a Financial Analyst at Texaco and subsequently held a number of positions at Sonangol (Angola's state-owned petroleum company). His last position at Sonangol was in the Accounting are, where he was involved in the company's budget, and analysis of the company's financials. Mr. Massano went on to work for Banco de Poupança e Crédito for a number of years, and he was an Executive Director working closely with their Financial Markets/Accounting department. He moved from BPC late 2005 where he became an Executive Director at BAI. At the beginning of 2006 Mr. Massano was appointed Chief Executive Officer of BAI.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1622

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568403.036

Pierre Nasser10/25/200608:25:04 AM

Shareholders:
Sonangol - 8.5% - Sociedade Nacional de Combustiveis de Angola - the Angolan state-owned petroleum company
Investec Bank Ltd. - 7.5% - Investec is a South African bank with offices/branches in London, New York, Australia, to mention a few countries
Arcinella - Assets, S.A. - 7% - Arcinella Assets is an investment services firm
Sforza Properties (British Virgin Islands) - 6.5% - This company is involved in the real estate industry
Dabas Management, Ltd. - 5% - This company is an investment services firm
Amercon International - 5% - This company deals in trading of bulk goods and construction
ABL - 5% - This is a trading company
Theodore Giletti - 5% - This is one of BAI's board members and a long-time banker, and he even worked with Bank of New York during his career. He has been with BAI as a board member for nearly seven years. Since Mr. Giletti has been a banker and businessman for a number of years, he purchased these shares through his own funds.
Mário Palhares - 5% - Mario Palhares is the former president of BAI, and he obtained these shares partially through share options and through his own funds.

Kind regards,

Abi

Tel: +27 11 676 4298
Fax: +27 11 783 9119
email: abijah.darko@za.hsbc.com
Pierre Nasser/HBUS/HSBC@HSBC

Abijah DARKO/HCZA/HSBC@HIBM

Pierre Nasser/HBUS/HSBC@HSBC

Abijah DARKO/HIBM/HSBC@HIBM

Pierre Nasser/HBUS/HSBC@HSBC

Pierre Nasser/HBUS/HSBC

Pierre Nasser/HBUS/HSBC

Abijah DARKO/HIBM/HSBC@HIBM

Pierre Nasser/HBUS/HSBC@HSBC

----- Forwarded by Pierre Nasser/HBUS/HSBC on 05/31/06 11:57 AM ----

Pierre Nasser/HBUS/HSBC
05/18/06 11:53 AM

To Abijah DARKO/HIBM/HSBC@HIBM, PSRR@HSBC
cc PSRR
Subject Second Request: Banco Africano de Investimento

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568403.037

Pierre Nasser10/25/200608:25:04 AM

Dear Abijah,

Can you please advise me on the status regarding the following:

Ownership: Please provide us with background information on all owners with 5% or more shares in the bank.
New USA Patriot Act Certificate reflecting the change in ownership.
Most Recent Financial Report/Annual Report.
Independent Auditor's Report.
Management: Any changes to the management structure.

Regards
Pierre Nasser
Payment Services Regulatory Risk Unit
Tel: 302-636-2711
Fax: 302 636-2211
E-mail: Pierre.Nasser@us.hsbc.com
Pierre Nasser/HBUS/HSBC

Pierre Nasser/HBUS/HSBC
03/17/06 04:50 PM

To Abijah DARKO/HIBM/HSBC
cc PSRR@HSBC
Subject Banco Africano de Investimento

Dear Abijah,

In accordance with HSBC Bank USA's "Know Your Customer" Policy and Procedures, and to **satisfy regulatory requirements**, we perform periodical reviews of our client profiles.

In reviewing the profile of Banco Africano de Investimento,Angola, we require the following updates:

Ownership: Please provide us with background information on all owners with 5% or more shares in the bank.
New USA Patriot Act Certificate reflecting the change in ownership.
Most Recent Financial Report/Annual Report.
Independent Auditor's Report.
Management: Any changes to the management structure.

If you have any questions, comments, or concerns please do not hesitate to contact me.

Regards
Pierre Nasser
Payment Services Regulatory Risk Unit
Tel: 302-636-2711
Fax: 302 636-2211
E-mail: Pierre.Nasser@us.hsbc.com

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568403.038

Pierre Nasser10/25/200608:25:04PM

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ph44585 on D330-44585-7600 with DISTILLER

568403.039

Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

Know Your Customer Profile

HBUS Global Payments and Cash Management

Reference: 19000453 **Profile Status:** AM Approved

App 9/6/02

Needs Re-Approval
Converted from EPIC

BANCO AFRICANO DE INVESTIMENTOS

I. General Information:

Client Name	BANCO AFRICANO DE INVESTIMENTOS
Client Activity Status	Active
Type of Client	Bank / Non-Bank / Parent / Branch / Subsidiary
Address	Rua Major Kanhangulo No 34 Caixa Postal 6022 Luanda
Country	ANGOLA
Telephone	011-244-336-814 011-244-335-749
Email/URL (Web Site)	balsede@bainet.ebonet.net
Fax	011-244-335-486
Telex	4088 BAI AN
Swift Code	BAIP AO LU
Hexagon Client	Yes / No
TCIF Customer ID	
New Client or Existing Client	New / Existing / Agency Arrangements only
Account Number	[redacted]
Date Account Activated	04/14/98
Purpose of Account	For commercial payments

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HSBC-PSI 036775

Permanent Subcommittee on Investigations
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568403.040

Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

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Other Accounts (Example: Account - Open Date - Purpose of Account)	[redacted] For security of the credit cards account
Is the Client or its Parent traded on an Exchange?	Yes No
Is Client's Shareholders' Equity 25 Million USD or more?	Yes No
Has the Client been under the same ownership for last 10 years?	Yes No
Is the Client or its Parent State owned?	Yes No
Is Client owned by a state or located in a state listed on the Current Members of the Financial Action Task Force List?	Yes No
General comment	

HSBC-PSI 036776

09/06/2002 09:06:00 AM

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568403.041

Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

II. Ownership/Management

Name of Principals (Shareholders 10% or more)	% of Ownership
SONANGOL (ANGOLA)	19.00
GRUPO CREDITO AGRICOLA (PORTUGAL)	10.00
SERVICE GROUP (ANGOLA)	8.00
INVESTEC BANK (SOUTH AFRICA)	7.50
AMERON (UNITED STATES OF AMERICA)	6.00
BANCO PINTO E SOTTO MAYOR (PORTUGAL)	5.00
DABAS MANAGEMENT (FRANCE)	5.00
BRENCO INTERNATIONAL (FRANCE)	4.00
MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL)	6.00
MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA)	4.50

Name of Corporate Officers	Title
Mr. Mario Palhares	President
Mr. Ricardo D'Abreu	Director
Ms. Gisella Fonseca	Assistant to Director
Dr. Paula Gray	Administrator
Eng. Joaquim David	Administrator

Total Number of Employees	86
Where is the Client Incorporated?	ANGOLA
Year Established	1995
What is Client's Rank in country (less so based)	n/a
How many branches does Client have?	2
Where are the branches located?	1 in Lisbon, Portugal; 1 in Luanda, Angola; 1 in Cabanda, Angola
Indicate reporting agency(ies)/supervisory body(ies) in the country(ies) of operation	Banco Nacional de Angola

List license type	Year of issuance	Country of issuance
Investment banking license	1996	ANGOLA
Please list principal affiliates which have relationships with HSBC	Investec Bank Ltd. Banco Pinto Sotto Mayor Citibank	

III. Referral Information

How was the Client introduced to the bank?	By Lotta Capital Partners, in Africa
By whom?	Mr. Graham Hurst, Director
Was the Client recommended by anyone from the bank?	○ Yes ● No
Indicate Banking References and Relationship (LETS)	Banco Pinto e Sotto Mayor, Portugal Investec Bank, South Africa Grupo Credito Agricola, Portugal

IV. Visitation

Was the Client visited?	○ Yes ● No
If yes, date last visited?	03/20/2000
By whom?	PETER BLENK
Recall report in Client file?	○ Yes ● No

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568403.042

Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

V. Transaction Activity

Transactions	Expected Frequency	Transactions	Expected Frequency
Clearing (Funds Transfer)	Daily	Money Market	
Check collection (Cash Letter)		Derivatives	
Guarantees (CD offset, Deposits)		FRA (Forward Rate Agreement)	
Asset Management		Trading - Securities	
Checks Printed		Swaps	
Current Account	Bi-Weekly	Commercial Line	
Sweep Overnight Investment	Occasionally	Loans	
LCs / BAs		Commitments	
Time Deposits	Monthly	Factoring	
Trading - Banknotes	See Banknotes Activity Section	ACH	
Trading - Precious Metals		Control Disbursement	
Trading - Options		Zero Balance Account	
Trading - FX		Globalization	
Trading - Bonds		Trading - EMT	
ARR		Intra Day Exposure Limit	
Lockbox			

VI. Financial Summary

Financial Statement date?	12/31/2000
Currency	US DOLLAR
Exchange rate	21.728000
Denomination	Thousands
Assets	282,100
Loans	107,100
Deposits	33,800
Shareholders equity	32,500
Net Income	2,600

VII. Documentation Checklist

List of Authorized Signatories and/or Corporate Resolution in client file?	● Yes ○ No
Current Annual Report or Current Financial Statement in client file?	● Yes ○ No
Date of Annual Report or Financial Statement	12/31/2000
County relationship manager recommendation received and in client file?	○ Yes ● No
If no, explain	Former RNB client
Copy of Banking License in client file?	● Yes ○ No

HSBC-PSI 036778

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568403.043

Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

Signature Section

We have reviewed the information provided above in the context of the bank's "Know Your Customer" policy and "due diligence" requirements and criteria. Based on the following summary of reasons, we feel comfortable recommending this bank for banking business. Briefly describe client's own KYC policy, procedures and practices.

Summary of reasons:

This information was obtained from the International Narcotics Control Strategy Report dated March 2001.

"Money Laundering does not appear to be a significant problem in Angola because of its poorly developed financial sector. In December 2000, Angola signed the UN Convention against Transnational Organization Crime. "

Angola is considered as a "no-priority" country by the US State Department. Angola is an extremely difficult country to do business in which, combined with the country's strict exchange control regulations, makes money laundering a practical impossibility. Even so, themanagement of Banco Africano de Investimentos (BAI) is aware of international money laundering concerns and would be able to spot suspect transactions were they to come through. They require full identificationof all their customers and are obliged to report suspicious transactions to the BNA (Central Bank)

HSBC issues credit cards to BAI. These cards a 100 per cent cash collateralized; the collateral is kept an a blocked account on our books. There is an account set up especially for the credit cards expense and the account is debited monthly for the full payment of the cards. The cards have a $10,000 limit. The cardholders are in turn, high-end clients of BAI. They are executives of oil and diamond companies; executives of banks; and some government officials.

Management:
Banco Africano de Investimentos' senior management are experienced professionals. The bank is managed by an Executive board with the following composition: Dr. Jose Manuel Serrao, Portuguese. - Dr. Mario A. Palhares, Angolan. Very well known to us, for over three decades, in his function as Senior Director of the Banco Nacional de Angola, the central bank of Angola. Dr. Jaime Aguilar, was one of the founder and the president of BAI until 2000 when he left to assume his new position as Governor of Banco Nacional de Angola (the Central Bank).
Dr. Palhares recently left the BNA to play a leading role at BAI. - Mr. Theodore Giletti, if British with extensive financial backgrouind. Mr. Ricardo D'Abreu, the director as a dynamic young Angolan who studied for his MBA in International Finance in Bath, UK.

Ownership:
Banco Africano de Investimentos' equity has been subscribed by 28 shareholders of different nationalities, with the following geographical distribution: 4 Angolan Shareholders 36% the major one being Sonangol. This is the Government owed oil drilling company of Angola. 17 Portuguese Shareholders 36% 7 Foreign (non-Portuguese Shareholders) 28% Among the shareholders, INVESTEC Bank South Africa holds 7.5% Grupo Credito Agricola, Portugal holds 10% Banco Pinto Sotto & Major, Portugal holds 5%

In our best judgement the bank adheres to the policies and practices established by the Central Bank which requires that banks 1) request identification and know the background of each and all of their clients, 2) ensure that funds going through their bank do not originate from illegal sources; verify source of funds 3) monitor transactions for that purpose.

Account Manager (AM) Approval	Jennifer Toussaint-Cali 12/14/2001 04:52 PM
Client Service (CS) Approval	Not Required
Functional Header Business (IS) Approval	Not Required
Relationship Manager (RM) Approval	
Regional Header Institutional Banking (IB) Approval	Not Required
Regional Money Laundering Control Officer (CO) Approval	Not Required

APPROVE/DENY HISTORY:

HSBC-PSI 036779

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Know Your Customer: BANCO AFRICANO DE INVESTIMENTOS

05-23-2001 14:56 PM Created by: <EPIC to KYC Conversion Process>

<Address>:

Rua Major Kanhangulo No. 34
Caixa Postal 6022
Luanda
ANGOLA

<Status>	:R - Modified - Needs Re-Approval
<Client Name>	:BANCO AFRICANO DE INVESTIMENTOS
<Acct_offr_code>	:342641
<Acct_offr>	:
<Approval_acct_officer>	:*** Henderson, Vivian *** 7/24/98 12:32:06:563
<Unit_offr_code>	:342633
<Unit_mgr>	:
<Approval_unit_mgr>	:*** Sandberg, Job *** 7/24/98 12:22:30:18
<Exec_dept>	:
<Approval_exec_dept>	:
<Legal_dept>	:
<Approval_legal_dept>	:
<Legal dep comments>	:

AM Approved: (Old Status In Process), 11/26/2001 12:33 PM: Jennifer Toussaint-Call
No Comments

RM Denied: (Old Status AM Approved), 11/30/2001 06:30 PM: Beth Fisher
Pls amend:
1. SWIFT = BAIP AO LU
2. Employees = 86
3. Rank in country = 2
4. Banking relationships -- add CITIBANK.
5. Financial Section -- Denomination = thousands.
6. In Summary of Reasons: Pls add a comment about careful KYC procedures for Corporate Credit Card program.
7. In Summary of Reasons (In Ownership paragraph) -- mention Sonangol as a major shareholder, and explain that it is govt-owned oil company.

AM Approved: (Old Status RM Denied), 12/14/2001 04:52 PM: Jennifer Toussaint-Call
No Comments

HSBC-PSI 036780

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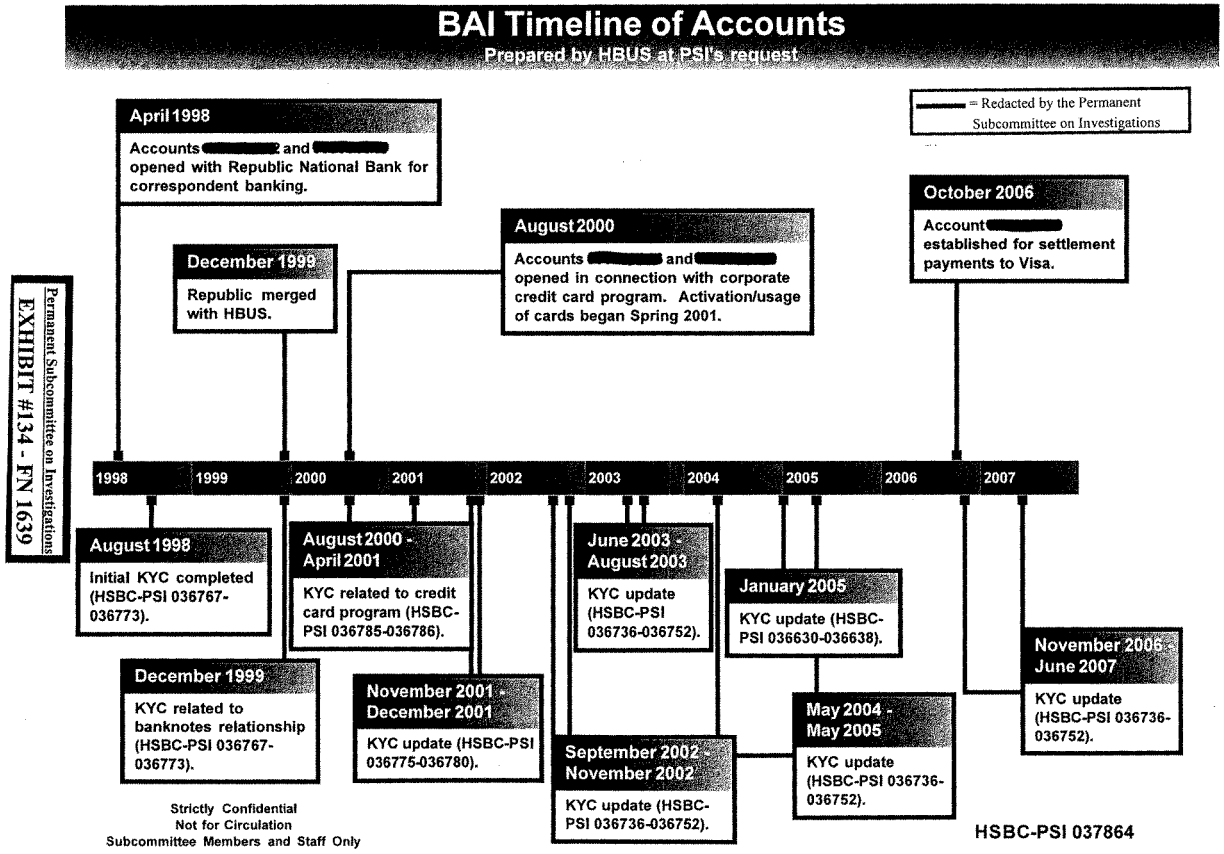

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1639

568403.046

HSBC

Note
09 Sep 2002 10:46

From:	Sharyn Malone	Tel:	302-636-2106
Title:	First Vice President	Location:	Delaware OPS1/2, Floor 2
WorkGroup:	GPCM Client Services	Mail Size:	5135

To: John Kearney
cc: Manwei Huang

Subject: Re: Banco Africano de Investmentos (BAI)

John,
There is a signed pledge agreement in place for the subject, although it is dollar specific for their credit card business. If/When Credit approves an additional cash collateralized facility, we will send BAI a blank pledge for their signing (unless you wish us to do this today).
Pls advise.
Thanks,
Manwei Huang

Manwei Huang
06 Sep 2002 14:36

To: Sharyn Malone
Subject: Banco Africano de Investmentos (BAI)

Sharyn,

John Kearney called this morning to inquire if HBUS can possibility confirm BAI's LC with cash collateral and if we has documentation to cover teh pledge. I know that BAI has a cash collateral account with us for credit card line, but not sure whether we have a Pledge Agreement in place. Could you please check and advise?

Thanks
Manwei

HSBC-PSI 036774

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1641

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568403.047

Call Report

Forward

Client*	Banco Africano de Investimentos	**Related CAOs and Deals**	

Main Details

Date of Call*	15 March 2007		
Products		**Sub Products**	
Country of Call*	Angola	**Location details**	
Title*	Banco Africao de Invetstimentos - Call Report		
Call type	Client Meeting at Client		

Attendees

Reported on behalf of WAGNER, Glenda

HSBC attendees

Name	Job Title	Country
KUMAR, Gyanendra	Regional Banknotes Head, Americas	United States
WAGNER, Glenda	Sales/Marketing and Trading	United States

Client attendees

Name	Job Title	Country
CARDOSO, Victor	Manager	Angola
FONSECA, Gisela	.	Angola
RODRIGUES, Eduardo	Manager, Treasury Central Treasury	Angola

Attendees from other Clients

Name	Job Title	Country	Client

Other attendees

(not stored in the system)

Detailed description

Existing Attachments

BANKNOTES ACTIVITY

• BAI banknotes activity: 2006 USD 490,000,000
EUR 11,000,000
ZAR 16,000,000

2005 USD 30,000,000
EUR 3,928,068
ZAR 8,000,000
GBP 1,100,000

The increased volume in BAI's banknotes activity since 2005 is because they resumed utilizing our services to meet their banknotes needs after a period of 14 months. During the period from Feb 2005 thru March 2006 BAI was ordering their USD from Standard Bank, South Africa. We are now their sole provider of USD Banknotes.

MEETING

• Discussed with the Treasury Manager Mr. Rodriguez, Teleservices procedures when delivering banknotes to BAI's facilities. BAI will ensure the Customs Representative is present at the time of the delivery by Teleservices so an immediate bulk count of the shipment can be completed. We advised BAI that if the Customs Rep is not present, Teleservices cannot wait for them due to other commitments.

• Discussed pricing for shipments over 20 mio. Agreed that if BAI orders 40 mio per week (Tues – Sat), their second 20 mio rate will be at .68 per mille. Value date will remain the same, Friday's for Tuesday delivery and one day prior to ship date (Mon) when delivering on Thursday.

HSBC-PSI 036753

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• BAI will sign an exclusive 5 year Service Agreement in return for giving them a rebate of the US$150,000 for the first 12 months of business retroactive to Jan 1, 2007. Will prepare and send exclusive agreement.

• Referred us to new prostpect Banco Privado Atlantico - Carlos Silva, previously at BESA.

KYC/AML

BAI has established internal policies pertaining to identifying clients and reporting unusual activity to its compliance officer.

The Central Bank of Angola is currently working to finalize the AML Policy for the financial institutions in Angola. Currently the draft policy is with the Justice Department who will determine the legal action and penalties in the event of any violations of the policy.

SUMMARY

BAI's primary reason to order USD banknotes is to allow the foreign corporation workers in Angola to withdraw their salaries in USD cash. They have a very large pool of corporate clients due to one of its major shareholders being Sonangol. The EUR is to supply Angolans traveling to Europe, mainly to Portugal; and the ZAR is for the travels to South Africa. Both EUR and ZAR are for their retail clients.

BAI is very satisfied with our services overall. They will work with Teleservices and Customs to ensure prompt and smooth delivery. They are eager to sign the exclusive agreement and receive the rebate of US$150,000. Exclusive service agreement is being prepared.

Follow-up Tasks

Existing Tasks Page of

Description	Assignee	Priority	Status	Date due

Security

Does this document contain any particularly sensitive information?*

Yes No

Consent Given: The Client or Client Group has given Consent to share information

Click here for client specific consent comments.

Reader rights

- Account Owner
- The Deal Team
- Client Service Team
- Direct Managers (of the people with editor rights)

Named individual readers KUMAR, Gyanen ; WAGNER, Glenda

Add the CST to the list?

All of Banknotes globally

All Users

Editor rights

Editor List*

Assistants (of the people with Editor

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Rights)

History

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568403.050

Client Name: BANCO AFRICANO DE INVESTIMENTOS

I. General Information

Status: Modified - Need Re-approval

Activity Status: Active

Type of Client: ● Bank ○ Non-Bank ○ Branch ○ Subsidiary ○ N/A

Name of Parent:

Address: Rua Major Kanhangulo No. 34
Caixa Postal 6022
Luanda

Country: Angola

Telephone: 011-2442-336-814
011-244-335-749

Fax: 011-244-335-486

Telex: 4088 BAI AN

Swift Code: N/A

New Client or Existing Client: ● New ○ Existing

Date Account Activated: 4/14/98

Primary Account Number: [redacted]

Other Accounts:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Is the Client or its Parent traded on an Exchange or State owned: ○ Yes ● No

Name of Exchange:

Is the Client's Shareholders' Equity 25 Million USD or more ? ● Yes ○ No

Has the client been under the same ownership for the last 10 years ? ○ Yes ○ No ● NA (new bank)

Is the client owned by a state or located in a state listed on the "Current Members of the Financial Action Task Force List?" ○ Yes ● No

Which Financial Action Task Force state:

Specify entity/agency/government office through which the client is owned, if applicable:

General comments:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1651

HSBC-PSI 036764

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568403.051

Client Name: BANCO AFRICANO DE INVESTIMENTOS

II. Ownership/Management

1. Name of Principals (large shareholders - 10% or more)	% of ownership
SONANGOL (ANGOLA)	19.00
GRUPO CREDITO AGRICOLA (PORTUGAL)	10.00
SERVICE GROUP (ANGOLA)	8.00
INVESTEC BANK (SOUTH AFRICA)	7.50
AMERON (UNITED STATES OF AMERICA)	6.00
BANCO PINTO E SOTTO MAYOR (PORTUGAL)	5.00
DABAS MANAGEMENT (FRANCE)	5.00
BRENCO INTERNATIONAL (FRANCE)	4.00
MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL)	6.00
MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA)	4.50

2. Name of Corporate Officers	Title
Dr. Aguinaldo Jaime	President
Dr. Joe Manuel Serrao	Vice President
Dr. Mario Palhares	Vice President
Dr. Paula Gray	Administrator
Eng. Joaquim David	Administrator

3. Total Number of Employees: 50

4. Where is the Client incorporated: Angola

Year Established: 1996

5. What is the Client's Rank in country (asset based n/a

6. How many branches does the client have: 3

Where ? 1 in Lisbon, Portugal, 1 in Luanda, Angola, 1 in Chibanda, Angola

7. List license type and year of issuance:

Investment banking license 1996

8. Indicate reporting agency(ies) / supervisory body(ies) in the country(ies) of operation:

Banco Nacional de Angola

9. Please list principal affiliated relationships if any:

Investec Bank Ltd.

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568403.052

Client Name: BANCO AFRICANO DE INVESTIMENTOS

I. General Information

Status: Modified - Need Re-approval

Activity Status: Active

Type of Client: ● Bank ○ Non-Bank ○ Branch ○ Subsidiary ○ N/A

Name of Parent:

Address: Rua Major Kanhangulo No. 34
Caixa Postal 6022
Luanda

Country: Angola

Telephone: 011-2442-336-814
011-244-335-749

Fax: 011-244-335-486

Telex: 4088 BAI AN

Swift Code: N/A

New Client or Existing Client: ● New ○ Existing

Date Account Activated: 4/14/98

Primary Account Number: [redacted]

Other Accounts:

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Is the Client or its Parent traded on an Exchange or State owned: ○ Yes ● No

Name of Exchange:

Is the Client's Shareholders' Equity 25 Million USD or more ? ● Yes ○ No

Has the client been under the same ownership for the last 10 years ? ○ Yes ○ No ● NA (new bank)

Is the client owned by a state or located in a state listed on the "Current Members of the Financial Action Task Force List?" ○ Yes ● No

Which Financial Action Task Force state:

Specify entity/agency/government office through which the client is owned, if applicable:

General comments:

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568403.053

Client Name: BANCO AFRICANO DE INVESTIMENTOS

II. Ownership/Management

1. Name of Principals (large shareholders - 10% or more)	% of ownership
SONANGOL (ANGOLA)	19.00
GRUPO CREDITO AGRICOLA (PORTUGAL)	10.00
SERVICE GROUP (ANGOLA)	8.00
INVESTEC BANK (SOUTH AFRICA)	7.50
AMERON (UNITED STATES OF AMERICA)	6.00
BANCO PINTO E SOTTO MAYOR (PORTUGAL)	5.00
DABAS MANAGEMENT (FRANCE)	5.00
BRENCO INTERNATIONAL (FRANCE)	4.00
MOTA & CIA (PORTUGAL), SOARES DA COSTA (PORTUGAL)	6.00
MACROTRADE (PORTUGAL), ENDIAMA (ANGOLA)	4.50

2. Name of Corporate Officers	Title
Dr. Aguinaldo Jaime	President
Dr. Joe Manuel Serrao	Vice President
Dr. Mario Palhares	Vice President
Dr. Paula Gray	Administrator
Eng. Joaquim David	Administrator

3. Total Number of Employees: 50

4. Where is the Client incorporated: Angola

Year Established: 1996

5. What is the Client's Rank in country (asset based n/a

6. How many branches does the client have: 3

Where ? 1 in Lisbon, Portugal, 1 in Luanda, Angola, 1 in Chibanda, Angola

7. List license type and year of issuance:

Investment banking license 1996

8. Indicate reporting agency(ies) / supervisory body(ies) in the country(ies) of operation:

Banco Nacional de Angola

9. Please list principal affiliated relationships if any:

Investec Bank Ltd.

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568403.054

Client Name: BANCO AFRICANO DE INVESTIMENTOS

III. Referral Information

How was the client introduced to HSBC ?	By Loita Capital Partners, in Africa
By whom:	Mr. Graham Hurst, Director
Was the client recommended by anyone from HSBC ?	○ Yes ● No
If yes, by whom:	
Indicate Banking References and Relationships (List 3):	Banco Pinto e Sotto Mayor, Portugal Investec Bank, South Africa Grupo Credito Agricola, Portugal
Reference documentation for Russia and NIS in Credit File ?	○ Yes ○ No ● NA (all other countries)

IV. Visitation

Was the client visited ?	● Yes ○ No
If Yes,	
Date last visited:	3/20/00
By whom ?	PETER BLENK
Call report in Credit File ?	● Yes ○ No
If No,	
Why Not ?	
When is the visit expected:	

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568403.055

Client Name: BANCO AFRICANO DE INVESTIMENTOS

V. Transaction Activity

The Know Your Customer (KYC) Policy requires a listing of the client's business activity with HSBC. Please list:

Transactions	Expected Frequency
Clearing (Funds Transfer)	Daily
Current Account	Bi-Weekly
Managed Account	Occasionally
Time Deposits	Monthly
Trading - Banknotes	See Banknotes Activity Section

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568403.056

Client Name: BANCO AFRICANO DE INVESTIMENTOS

Activity Status: Prospective

VI. Banknotes Activity

For HSBC Office: New York

1. Monthly average of sales by HSBC: (for new clients, enter anticipated monthly volume manually)	$6,000,000	○ Automatic ● Manual
	Initial Trade Date	
2. Monthly average of purchases by HSBC: (for new clients, enter anticipated monthly volume manually)	$0	○ Automatic ● Manual
		For BN figures refer to paren ☐
3. Are there seasonal variations in volume of activity? If so, explain:	Local demand	
4. Credit limit per transaction	$ 6,000,000.00	
5. Currencies traded:	USD	Mainly Non USD ☐
6. Please describe the reason for dealing in banknotes transactions including with whom this client is dealing - retail, wholesale, domestic,cross border etc. :	Local market supply	
7. Where will Banknotes be shipped to:	Luanda, Angola	
8. Where will Banknotes be shipped from:	New York	
9. Method of settlement:		
Wire transfers from:		
Wire transfers to:		
Debit/Credit HSBC account #:	[redacted]	
10. Credit line requested (including secured):	● Yes ○ No	
Credit approval received:	● Yes ○ No	Date Approved: 12/2/99

[redacted] = Redacted by the Permanent Subcommittee on Investigations

Banknotes Signature Section

Status: Approved

I have reviewed the information listed above and the "Know Your Customer" and "due diligence" criteria. I recommend this bank for Banknotes business.

Name of the Trader/Banknotes officer authorized to sign:	Abel Ghacham	
Electronically signed by:	*** Ghacham, Abel ***	12/01/99 12:15
Name of Head Trader authorized to sign:	Thomas Weiner	
Electronically signed by:	*** Weiner, Tom ***	12/01/99 12:16
Legal department authorized to sign: (if required by KYC policy)		
Electronically signed by:		

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HSBC-PSI 036771

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568403.057

Client Name: BANCO AFRICANO DE INVESTIMENTOS

VII. Financial Summary (To be completed only on initial KYC)

Financial Statement Date:	12/31/97	○ Automatic (from BankSta
Currency:		○ Manual
Exchange Rate:		
Note: All amounts are in: US$		

Assets:	44,426,056
Loans:	579,637
Deposits:	10,430,517
Shareholders Equity:	28,189,559
Net Income:	5,655,258

VIII. Documentation Checklist

For counterparties that are not traded on an Exchange

List of Authorized Signatories and/or Corporate Resolution	● Yes	○ No	○ N/A
If no, explain:			
Articles of Incorporation and/or Copy of Banking License	● Yes	○ No	○ N/A
If no, was it waived?	○ Yes	○ No	● N/A
Current Annual Report or Current Financial Statement	● Yes	○ No	○ N/A
Date of Statement:	12/31/97		

For counterparties that are traded on an Exchange or State owned

List of Authorized Signatories and/or Corporate Resolution	○ Yes	○ No	○ N/A
If no, explain:			
Current Annual Report or Current Financial Statement	○ Yes	○ No	○ N/A
Date of Statement:			

For Russia and N.I.S. and other countries as designated

Copy of Banking License	○ Yes	○ No	○ N/A

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568403.058

Client Name: BANCO AFRICANO DE INVESTIMENTOS

Signature Section

We have reviewed the information provided above in the context of the bank's "Know Your Customer" policy and "due diligence" requirements and criteria. Based on the following summary of reasons, we feel comfortable recommending this bank for banking business.
Briefly describe client's own KYC policy, procedures and practices.

Summary of reasons:

Management:
BAI's senior management are experienced professionals. The bank is managed by an Executive board with the following composition:
- Dr. Aguinaldo Jaime, Angolan.
- Dr. Jose Manuel Serrao, Portuguese.
- Dr. Mario A. Palhares, Angolan. Very well known to us, for over three decades, in his function as Senior Director of the Banco Nacional de Angola, the central bank of Angola. Dr. Palhares is a close friend of Mr. Lavrador, the Governor of the Central Bank of Angola.
Dr. Palhares recently left the BNA to play a leading role at BAI.
- Mr. Theodore Giletti, British.

KYC:
In terms of money laundering, Angola is considered as a "no-priority" country by the US State Department. Angola is an extremely difficult country to do business in, which combined with the country's strict exchange control regulations, makes money laundering a practical impossibility. Even so, BAI's management is aware of international money laundering concerns and would be able to spot suspect transactions were they to come through. They require full identificationof all their customers and are obliged to report suspicious transactions to the BNA (Central Bank).

Ownership:
Banco Africano de Investimentos' equity has been subscribed by 28 shareholders of different nationalities, with the following geographical distribution:

4 Angolan Shareholders 36%
17 Portuguese Shareholders.....36%
7 Foreign (non-Portuguese Shareholders).....28%

Among the shareholders, INVESTEC Bank South Africa holds 7.5%
Grupo Credito Agricola, Portugal holds 10%
Banco Pinto Sotto & Major, Portugal holds 5%

Name of Account Manager authorized to sign :	V.HENDERSON	
Electronically signed by:	*** Henderson, Vivian ***	07/24/98 12:32
Name of Marketing Officer authorized to sign:	J. SANDBERG	
Electronically signed by:	*** Sandberg, Job ***	07/24/98 12:22
Senior Officer authorized to sign: (if required by KYC Policy)		
Electronically signed by:		
Legal Dept. authorized to sign: (if required by KYC Policy)		
Electronically signed by:		

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568403.059

Stuber, Laura (HSGAC)

From: Brown, Reginald [Reginald.Brown@wilmerhale.com]
Sent: Saturday, January 30, 2010 4:18 AM
To: Stuber, Laura (HSGAC); Rood, Justin (HSGAC)
Cc: Hussain, Laura
Subject: Fw: Perm. Sub. Invest. Feb 4th Hrg Invite (HSBC)

Laura, We will supplement this response if appropriate.

From: Hussain, Laura
To: Brown, Reginald
Sent: Fri Jan 29 23:06:27 2010
Subject: RE: Perm. Sub. Invest. Feb 4th Hrg Invite (HSBC)

1) **HSBC Equator Bank**

a. **Did Equator Bank Ltd. (Bahamas) become an affiliate of HSBC USA in 1994? If not, what was the year?**

Equator Bank Ltd. has never been an affiliate of HBUS.

i. **Is Equator Bank Limited still open?**

No. HSBC Equator Bank still exists as a legal entity, but it has no ongoing operations.

If not, what year did it close?

The entity ceased operations in 2003.

ii. **In 2000, did Banco Nacional de Angola (BNA) open an account at Equator Bank Ltd. or at another Equator Bank account? If so, please provide the date of the BNA account opening, the location of the account and whether or not the account is still open. (See HSBC-PSI 034050)**

Pleasecontact the Central Bank of Angola directly for information regarding its non-USbanking activities. As we have previously indicated, HSBC's ability to provide such information to theSubcommittee is circumscribed by procedural and substantive requirements ofnon-US law.

b. **When was Equator Bank plc purchased by HSBC?**
After Equator Bank plc's purchase by HSBC, was it then known as HSBC Equator Bank (HEQB)?

HSBC purchased a controlling share in Equator in 1981-1982.

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2) **BNA transaction**

Although the receipt for the $50 million in Treasury bills was signed and faxed to Dr. Aguinaldo Jaime, is it correct that the original of the receipt never actually left the bank?

As Mr. Frank Godino indicated to your staff on May 7, 2008, no safekeeping receipt was ever issued to Dr. Aguinaldo Jaime. See also HSBC-PSI 037393.

3) **BAI**

a. **Please provide an approximate dollar amount for the monthly wire transfers at BAI for December 2003 (See HSBC-PSI 035458-035508) and December 2006 (See HSBC-PSI 036306-036335). We have the statements but want to confirm the approximate dollar amount for the monthly wire transfers for these two months.**

On September 19, 2007, we produced a Microsoft Excel spreadsheet containing wire transfer data for BAI. See HSBC-PSI 037840.

b. **Please provide BAI global revenues for 2008.**

This question is best directed to BAI.

c. **In early 2006, HSBC's Payment Services Regulatory Risk Unit initiated its annual update of BAI's KYC profile. Under HSBC AML procedures in place at the time, is it correct that this profile had to be reviewed and approved by the appropriate regional Money Laundering Control Officer in its Compliance Department for the account to function?**

Under HSBC AML procedures, the KYC profile is reviewed and approved by the appropriate regional Money Laundering Control Officer. During the time that the profile is being reviewed, the account remains open unless and until a decision is made to terminate the account.

d. **When an account is placed in "CS denied status" by HSBC does that mean the account cannot be used?**

No. As indicated in our email to you dated May 6, 2008, it simply means that the reviewing officer is in the process of gathering additional information. See, e.g., HSBC-PSI 036750.

e. **According to Bankers Almanac, Gebela Establishment owns 3.15% of the shares of BAI and Lobina Anstalt owns 3%. Is HSBC familiar with these entities and if so please provide additional information about them.**

Without knowing the specific version or date of Bankers Almanac information being consulted by staff, we are unable to confirm the information's accuracy. HSBC is aware that these entities have an ownership interest in BAI. This information is contained in BAI's publicly available annual reports from 2007 and 2008.

f. **From 2001-07, did HSBC's monitoring raise any AML concerns with regard to BAI.**

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If so, please describe those concerns.

As you know, we are prohibited by law from discussing suspicious activity reports with respect to the entities covered by the PSI subpoena. As we have previously discussed with the PSI staff, we encourage you to direct such inquiries to the United States Department of the Treasury, Financial Crimes Enforcement Network ("FinCEN").

i. In 2007, HSBC instituted a process to screen potential cardholders against lists compiled by the Treasury Department's OFAC of persons who are prohibited from doing business in the United States. Is it correct that this monitoring did not include any AML or anti corruption monitoring of the day to day account activity?

No. As indicated in our emails dated October 10, 2008 and November 12, 2008 to the PSI staff, BAI cards have always been subject to fraud monitoring.

ii. Did HSBC institute monitoring of the credit card accounts to detect suspicious transactions?

See our October 10, 2008 and November 12, 2008 emails to the PSI staff.

g. How many BAI cardholders were in existence in 2008?

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h. By 2008, what was the BAI credit card debt limit?

$10,000. The amount remains unchanged from the amount detailed in the November 2006- June 2007 KYC Profile we produced previously to the PSI Staff on September 19, 2007. See HSBC-PSI 036741.

i. If HSBC designates a client as a Special Category of Client (SCC), would that client then be subjected to enhanced AML monitoring?

Yes. HSBC engages in a rigorous review process for all of its clients. Clients designated as an SCC are subject to enhanced risk review.

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568403.062

Pierre Nasser10/25/200608:25:04 AM

Abijah DARKO/HCZA/HSBC@HIBM
10/25/06 08:18 AM

To Pierre Nasser/HBUS/HSBC@HSBC
cc PSRR@HSBC, Matthew J Nardo/HBUS/HSBC@HSBC
bcc
Subject Banco Africano de Investimento outstanding KYC information

Pierre,

Please find below the outstanding information for Banco Africano de Investimentos. I hope we can push for approval of this KYC profile, as they are quite keen to have the Visa account opened urgently.

I have provided all the biographies and the information requested. I did advise of the management changes in previous emails, and I have also provided the Patriot Act Cert. along with 2005 financials. I cannot recall if I sent the English version, so please find it attached:

BAI Relatorio Contas 2005 Ingles EYFinal.pdf

Biographies

José Carlos Paiva, Chairman of Board - Mr. Paiva has been with Banco Africano de Investimentos for ten years, and he is a non-executive Board member. He studied Business Management during his college career in his native Angola. He has worked for Sonangol for a number of years and he is currently the Managing Director of Sonangol Ltd., London.

Ana Paula Gray, Vice-Chairman of Board

- CURRICULUM VITAE-PAULA GRAY.doc

Victor Manuel de Faria Cardoso, Finance Manager:
Victor studied Business Management and Economics at the Instituto Superior de Linguas e Administração in Lisbon, Portugal. Victor participated in a number of internships with Caixa Geral de Depositos and Montepio in Portugal. He returned to Angola and began his career as a Financial Analyst at Banco de Poupança e Crédito in Luanda, Angola. He worked in the dealing room and was subsequently served as Head of the Dealing Room at BPC. He was promoted to Assistant Finance Manager within and currently works as the Finance Manager at Banco Africano de Investimentos.

José de Lima Massano, Chief Executive Officer
Mr. Massano studied Finance and Economics at two Angolan universities before he went to Manchester, UK to obtain his degree Finance and Accounting. He completed his Master's of Business Administration and Internal audited in London in 1996.

Mr. Massano worked with Ernst & Young in London in the division responsible for the auditing of Financial Institutions. Some of his clients included Barclays, and Bankers Trust. He later went to work as a Financial Analyst at Texaco and subsequently held a number of positions at Sonangol (Angola's state-owned petroleum company). His last position at Sonangol was in the Accounting are, where he was involved in the company's budget, and analysis of the company's financials. Mr. Massano went on to work for Banco de Poupança e Crédito for a number of years, and he was an Executive Director working closely with their Financial Markets/Accounting department. He moved from BPC late 2005 where he became an Executive Director at BAI. At the beginning of 2006 Mr. Massano was appointed Chief Executive Officer of BAI.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1664

HSBC-PSI 036625

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Pierre Nasser10/25/200608:25:04 AM

Shareholders:
Sonangol - 8.5% - Sociedade Nacional de Combustiveis de Angola - the Angolan state-owned petroleum company
Investec Bank Ltd. - 7.5% - Investec is a South African bank with offices/branches in London, New York, Australia, to mention a few countries
Arcinella - Assets, S.A. - 7% - Arcinella Assets is an investment services firm
Sforza Properties (British Virgin Islands) - 6.5% - This company is involved in the real estate industry
Dabas Management, Ltd. - 5% - This company is an investment services firm
Amercon International - 5% - This company deals in trading of bulk goods and construction
ABL - 5% - This is a trading company
Theodore Giletti - 5% - This is one of BAI's board members and a long-time banker, and he even worked with Bank of New York during his career. He has been with BAI as a board member for nearly seven years. Since Mr. Giletti has been a banker and businessman for a number of years, he purchased these shares through his own funds.
Mário Palhares - 5% - Mario Palhares is the former president of BAI, and he obtained these shares partially through share options and through his own funds.

Kind regards,

Abi

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Fax: +27 11 783 9119
email: abijah.darko@za.hsbc.com
Pierre Nasser/HBUS/HSBC@HSBC

Abijah DARKO/HCZA/HSBC@HIBM

Pierre Nasser/HBUS/HSBC@HSBC

Abijah DARKO/HIBM/HSBC@HIBM

Pierre Nasser/HBUS/HSBC@HSBC

Pierre Nasser/HBUS/HSBC

Pierre Nasser/HBUS/HSBC

Abijah DARKO/HIBM/HSBC@HIBM

Pierre Nasser/HBUS/HSBC@HSBC

----- Forwarded by Pierre Nasser/HBUS/HSBC on 05/31/06 11:57 AM ----

Pierre Nasser/HBUS/HSBC
05/18/06 11:53 AM

To Abijah DARKO/HIBM/HSBC@HIBM, PSRR@HSBC
cc PSRR
Subject Second Request: Banco Africano de Investimento

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From: Brown, Reginald [mailto:Reginald.Brown@wilmerhale.com]
Sent: Friday, October 10, 2008 6:51 PM
To: Stuber, Laura (HSGAC); michael_flowers@hsgac.senate.gov
Cc: Cochran, Kelly
Subject: FW: Responses to PSI 9-29-08 Questions

Dear Laura and Michael,

Thanks for this opportunity to provide answers to your supplemental questions. In light of the fact that some of the matters discussed below were not covered by the subpoena, we are providing additional information regarding the credit card relationship between HSBC Bank USA, N.A. ("HBUS") and Banco Africano de Investimentos ("BAI") and hope that it will assist the Subcommittee as it concludes this phase of its investigation.
Counsel for Alan Ketley has also reviewed these responses, with the exception of the responses relating to Yamilee Astier, which does not pertain to a topic about which Mr. Ketley has relevant knowledge.
We request that this email and the attached document be maintained confidentially under Rule 16 of the PSI's Rules of Procedure and not be released publicly without a majority vote of the PSI. Such treatment would be consistent with the respect for financial privacy that the Senate has shown in the past. If the PSI wishes to consider whether any of these documents should be made public, we request that HBUS be given an opportunity to be heard on that question.

1. With regard to the HSBC/BAI credit cards:

1.a. HSBC-PSI 036787 notes that "Banks in Angola are not allowed to issue USD credit cards; therefore, our client, Banco Africano de Investimentos (BAI) asked HSBC to issued [sic] corporate cards to the top 37 wealthiest clients. The cards carry the log [sic] of BAI." Please describe:

1.a.1. Whose policy precludes the issuance of USD credit cards in Angola.

We understand from other produced file materials that the Angolan central bank established a regulatory framework for the issuance, use, and acceptance of credit cards in 2000 or 2001. *See* HSBC PSI 036789. As a result, HSBC PSI 036787 may be referring to the infrastructure and practical barriers to issuing credit cards, rather than a legal prohibition. We also understand that BAI worked closely with its regulators to comply with the new framework. *See* HSBC PSI 036789.

1.a.2. How and why HSBC opened U.S. dollar credit card accounts for BAI when HSBC-PSI 036787 notes that such cards are not allowed to be issued in Angola.

As noted above, we believe the premise of this question may be mistaken.

1.b. Please describe the criteria that determined eligibility for the HSBC/BAI credit cards and who determined this eligibility.

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1670

PSI-HSBC-44-0001

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The BAI credit card relationship involved a corporate liability product, similar to a standard corporate credit card that is provided to employees of a particular business for use in travel activity. The corporation is the accountholder, and is fully responsible for payment. The corporation is also responsible for evaluating credit risk and determining which individuals should receive cards.

1.c. Are the cards issued by HSBC or BAI?

HBUS issues the cards to BAI.

1.d. Please explain the difference between "fraud monitoring" and "AML monitoring." Specifically, describe the metrics particular to each method, and what criteria or policies are used to determine which accounts/activities fall under Fraud, only AML, or both?

Fraud and anti-money laundering ("AML") monitoring are closely related and often overlap. Fraud monitoring focuses on identifying suspicious activities that may pose a risk of loss to the bank and its customers, while AML monitoring provides an additional layer of focus on suspicious activities that may be unlawful under the Bank Secrecy Act. As the director of FinCEN explained in a recent speech, "[b]y fighting fraud, you are fighting money laundering. And in turn, by identifying money laundering, you could be alerting law enforcement to a criminal attempting to mingle the proceeds of fraudulent activity committed against innocent victims – some of whom may do business with your bank." Prepared remarks of James H. Fries (Sept. 23, 2008), available at http://www.fincen.gov/news_room/testimony/. Transactional accounts are generally monitored for both fraud and AML purposes, but the metrics used depend on the nature of the product/account, the customer, and various risk factors. Fraud department personnel file Suspicious Activity Reports with law enforcement as warranted and regularly refer possible AML cases to AML compliance.

Across the industry, credit card products are ranked as having relatively low AML risk due to a number of factors. *See generally* GAO, Extent of Money Laundering Through Credit Cards Is Unknown (2002) (noting that instances of card-facilitated money laundering activity are almost unknown and that law enforcement, bank regulatory, and industry officials have ranked credit card programs as having low AML risk relative to other payment methods due to the detailed paper/electronic trail created by each transaction, extensive fraud monitoring, and various other bank controls). The fact that corporate customers know the individual card users and have a strong incentive to monitor their card usage patterns further reduces the risk on corporate credit cards. Accordingly, HBUS relies primarily on its fraud monitoring function to evaluate velocity and other aspects of corporate card transactions. HBUS undertakes additional AML reviews as warranted by the circumstances, such as those discussed below in the response to 1.e.

1.e. According to HSBC PSI 037913, with regard to the BAI credit cards, a 2006 e-mail indicates that "there is no AML monitoring taking place…" According to HSBC PSI 037863 the credit card accounts were activated in 2001. Please describe why no AML monitoring was in place for the BAI credit cards from 2001 to 2006.

As indicated in the file, *see, e.g.,* HSBC PSI 036763, HBUS collected KYC information on individual card users from BAI when the program first started in 2000-2001. As HBUS adopted automated screening systems, it also began screening authorized card users against HBUS's filter list (including OFAC sanctions programs and names that HBUS has specifically included) shortly after

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the card users were entered into HBUS's computer system and upon any changes to the card user's information or the filter list. In 2006-2007, about the same time that new regulatory guidance on correspondent accounts was being issued, an HBUS compliance team led by Alan Ketley reviewed the BAI relationship as part of a periodic update and proposed changing the procedures to provide heightened AML and OFAC review prior to the issuance of cards. HBUS promptly implemented that suggestion.

With regard to ongoing account activity, BAI cards have always been subject to fraud monitoring. As part of the same 2006-2007 review, HBUS compliance personnel also decided to begin conducting periodic manual reviews of BAI credit card activity.

It should be noted that HBUS's credit card relationship with BAI has always been relatively limited and low risk. The relationship began with a few dozen cards and grew only to about seventy active accounts. HSBC PSI 036758, 037903, 037908. HBUS procedures have evolved over time, but even prior to the USA PATRIOT Act HBUS had built significant and progressive safeguards into the BAI relationship by prohibiting cash withdrawals, imposing a $10,000 credit limit, and using automated screening and fraud monitoring. As discussed above, credit card programs have been rated as low AML risk by law enforcement, bank regulatory, and industry officials precisely because these types of controls make them unattractive relative to other payment methods.

1.e.1. Are the credit cards monitored by HSBC, BAI, or both?

See 1.e. above for a description of HBUS's monitoring practices as they have evolved over time. We understand that BAI performs additional KYC investigations and card monitoring. You may wish to contact BAI directly for additional information.

1.e.2. Please describe whether or not AML monitoring is currently in place and, if so, when it started.

See 1.e. above for a description of HBUS's monitoring practices as they have evolved over time.

1.f. Are the procedures followed by HSBC regarding the opening and monitoring of the BAI credit card accounts similar to procedures that HSBC has followed regarding opening and monitoring credit card accounts for other correspondent relationships with HSBC? If not, please describe how the BAI credit card accounts differ from other credit card accounts.

The enhanced opening and monitoring procedures discussed in 1.e above are more rigorous than for other corporate credit card relationships, most of which involve large North American corporations who provide cards to their employees for use in business activities. The BAI relationship was an experiment for HBUS's corporate credit cards program in an effort to provide credit services to an underserved market. HBUS has not expanded the program, and it is unclear whether there is demand for such services today in light of the increasing sophistication of African-based banks.

HBUS takes its risk-based compliance obligations seriously and has therefore crafted procedures (as discussed in 1.e above) that exceed its legal requirements. The risk-based correspondent banking rules issued under section 312 of the USA PATRIOT Act ("Section 312") require only that HBUS determine, as one of several factors, the nature of BAI's business and the markets it serves – not specific identifying information about the BAI's customers. 31 C.F.R. §

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103.176(a)(2). Similarly, HBUS is only required to conduct a periodic review of the correspondent account activity sufficient to determine consistency with the type, purpose, and anticipated activity of the account – not the credit card activity of individual card holders. 31 C.F.R. § 103.176(a)(3).

Section 312 is predicated on the idea that it is not practical for U.S. financial institutions to conduct their own customer identification procedures on the customers of their foreign financial institution customers.[1][1] U.S. financial institutions are required to learn information about various enumerated risk factors to determine the overall money laundering risk of the foreign financial institution, rather than the individual risk of each customer's customer. These risk factors are: the nature of the foreign bank's business and the markets it serves; the type, purpose, and anticipated activity of the correspondent account; the nature and duration of the US financial institution's relationship with the foreign financial institution (and any of its affiliates); the anti-money laundering and supervisory regime of the jurisdiction that issued the charter or license to the foreign financial institution, and, to the extent that information regarding such jurisdiction is reasonably available, of the jurisdiction in which any company that is an owner of the foreign financial institution is incorporated or chartered; and information known or reasonably available to the covered financial institution about the foreign financial institution's anti-money laundering record. 31 C.F.R. § 103.176(a)(2). HBUS's KYC profiles on BAI show particular attention to these risk factors. *See* HSBC-PSI 036720-35; HSBC-PSI 036702-19; HSBC-PSI 036454-70; HSBC-PSI 036736-52. *See* HBUS' response to question 3.d. below for more information about Section 312 and its application to the BAI credit card program.

1.f.1. Please identify the individual(s) who completed HSBC-PSI 036660-65 and describe whether or not it was completed to the standards applied to other correspondent banks with which HSBC has correspondent relationships.

As HBUS responded in its written answer to your May 2, 2008 questions, these are two copies of a Client AML Questionnaire, and the signatures on the second version at HSBC-PSI 036665 are likely by BAI personnel, not HBUS.

BAI's questionnaire was completed consistent with HBUS policies. HBUS has found that in the six years since the USA PATRIOT Act correspondent banking provisions have been effective for U.S. banks, foreign financial institutions have been increasingly sophisticated in their AML compliance and in their responses to the AML questionnaires. Foreign banks' sensitivity to the U.S. AML regime has been particularly strong since the majority of rules implementing the correspondent banking rules came into effect in 2006. HBUS's Client AML Questionnaires and processes have also continued to evolve during this period to address new AML rules and new internal risk assessment procedures.

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[1] This is also true of the general customer identification procedures. As you know, the Bank Secrecy Act rules do not require that HBUS look through its customers to conduct due diligence on or monitor the accounts of their customers, in this case, the holders of the credit cards. 31 C.F.R. § 103.121. The preamble to the Customer Identification Rule for banks makes this explicit. 68 Fed. Reg. 25090, 25094 (May 9, 2003). Not even when a bank has difficulty identifying a customer that is an entity do the rules recommend that the bank look through the customer to the underlying beneficiaries. 31 C.F.R. § 103.121(b)(2)(ii)(C).

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1.g. Per HSBC-PSI 036785, Beth Fisher, First Vice President at HSBC, requests that Compliance "obtain more detailed KYC on individual cardholders (who are BAI's customers)." Please describe the result of Ms. Fisher's request.

We understand from documents in the BAI file that it was diligent in collecting KYC on individual cardholders. *See, e.g.*, HSBC PSI 036763.

1.h. According to the May 6, 2008 response, HSBC wrote "During a period of KYC review when additional information was being collected in late 2006, BAI sought to establish an account to make settlement payments to VISA." Please explain the Visa settlement account that was opened in October 2006. If credit card accounts were opened in 2001, what is the purpose of the Visa settlement account opened in 2006? For which cards is the settlement account used? If the cards are HSBC cards, why is BAI opening a settlement account?

In 2006-2007, we understand that BAI and several other Angolan banks negotiated with the Visa network to become credit card issuers in their own right to meet increasing demand in the domestic Angolan market. We understand that the settlement account is used to clear payments to Visa in connection with that program. *See* HSBC PSI 036739. For additional information, you may wish to contact BAI directly.

1.i. HSBC-PSI 036672, dated May 29, 2007, Alan Ketley writes, "It is my belief that we do not understand the degree of risk that we have here – largely because we did not seem to know that the holders are PEPs." Mr. Ketley's statement appears to contradict his knowledge of the BAI PEPs at HSBC-PSI 037903, dated July 10, 2006, in which Judy Stoldt, Vice President, Anti Money Laundering Compliance writes, "Alan…I was able to get a list of Government Members for Angola dated Aug. 2005 off the internet. Of the 34 officials listed, 6 are cardholders" and HSBC-PSI 037908, dated May 26, 2006, in which Judy Stoldt lists for Mr. Ketley the 118 cardholders and writes that the list "shows categories of clients BAI has setup and it appears, as we previously heard, that the card is used by government agencies (e.g. Minsterio de Planeamento)." Please explain when Mr. Ketley first learned about HSBC/BAI credit cardholders who are PEPs and when he first became concerned about these PEPs.

As reflected in the emails cited, Mr. Ketley learned about the PEPs in mid 2006. The May 2007 email advocates the adoption of new procedures to continue to monitor the issue on an ongoing basis, and HBUS promptly accepted Mr. Ketley's recommendations. HSBC PSI 036672.

2. On the conference call on September 22nd, we discussed the waiver that was issued by Mr. Ketley. First, Mr. Ketley issued a waiver with no end date for BAI, then he issued a waiver for 30 days until HSBC obtained "some crucial KYC information from this client" but then that waiver expired and Mr. Ketley stated that while his specific questions were not answered, he felt that a dialogue ensued which satisfied him. Please describe this dialogue and clarify as to why Mr. Ketley allowed the waiver to expire without receipt of the KYC information.

As Mr. Ketley explained, he issued a single waiver with no end date, and, in order to "light a fire" under Mr. DiBenedetto to get the information from the client, wrote about the possibility of freezing the account if the information was not received in 30 days. Mr. Ketley noted that he chose

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his words carefully in stating that the account "may" be frozen after that time period, and that if the situation had been more serious, his words would have been stronger. The subsequent dialogue with the client was fruitful and "important," as Mr. Ketley stated during his interview with the PSI. Given the context of a long, stable relationship with BAI and a sharing of information, Mr. Ketley concluded that it was not necessary to sever the discussion or the relationship. Mr. Ketley ultimately received the information he wanted. HSBC PSI 036579-83, 036683-84, 036689, 036772.

3. At HSBC PSI 036657, HSBC requested that BAI provide a copy of its AML policies and procedures, but as of May 6, 2008, BAI had not provided a copy of its AML policies.

3.a. Has HSBC obtained a copy of BAI's AML policies and procedures?

As previously discussed, HBUS policy permits longtime financial institutions customers who are in good standing to either provide their AML policies and procedures or to provide a summary of such documents via the AML questionnaire. BAI complied with the requirement by completing the questionnaire. In fact, many foreign financial institutions prefer the questionnaire option because they view such policies and procedures to be confidential business information and wish to restrict circulation of the documents to minimize the risk that they might fall into the hands of money launders. Moreover, HBUS has found that having foreign financial institutions complete the AML questionnaires is often more useful than receiving AML policies in foreign languages or that may be part of the bank's overall compliance policy manual. By having the foreign financial institution respond to specific questions in the AML questionnaire, HBUS can drill down on the areas of most interest to it and most pertinent to protecting HBUS from being used by money launderers. We understand that other American banks have adopted similar policies permitting use of questionnaires. As noted in 1.f.1 above, HBUS continues to refine its questionnaire on an ongoing basis.

3.b. What is HSBC policy with regard to a customer who does not provide a copy of its AML policies?

See 3.a. above.

3.c. Are there other HSBC customers who have not provided a copy of their AML policies to HSBC? If so, please provide the names of such customers.

See 3.a. above.

3.d. Please explain how the inability of HSBC to obtain a copy of BAI's AML policies comports with the due diligence requirements for correspondent accounts required by the USA Patriot Act.

As discussed above, we believe the premise of this question may be mistaken. HBUS is generally required under the regulations implementing Section 312 of the USA PATRIOT Act ("Section 312") to undertake appropriate, specific, and risk-based policies, procedures, and controls that are reasonably designed to enable it to detect and report money laundering activity being conducted through a correspondent account. 31 C.F.R. § 103.176. HBUS is not required under Section 312 to obtain a copy of BAI's AML policies, and has implemented reasonable measures to assess the money laundering risk of its relationship with BAI.

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Specifically, Section 312 establishes two tiers of due diligence depending on the nature of the particular foreign bank customer. At a minimum, Section 312 requires banks to take special due diligence measures with respect to correspondent accounts for foreign financial institutions (including foreign banks), but those requirements do not mandate obtaining the foreign financial institution's AML policies and procedures, or even information about the foreign financial institution's AML policies and procedures (only "information known or reasonably available" about its AML record). *Id.* Section 312 requires further enhanced due diligence measures, which the regulation states could include "obtaining information about the foreign bank's AML policies and procedures," with respect to correspondent accounts for foreign banks that have an offshore banking license or a license from a jurisdiction designated as non-cooperative by FATF or warranting special measures under section 311 of the USA PATRIOT Act. *Id.* Even for these high-risk foreign banks, the regulations require only obtaining information about the AML policies and procedures, not the policies and procedures themselves.

BAI does not have an offshore banking license and Angola is not a jurisdiction designated as non-cooperative by FATF or warranting special measures by the Secretary of the Treasury. HBUS is therefore only required to perform special, not enhanced, due diligence on BAI. The fact that HBUS requires all foreign bank customers to either provide their AML policies and procedures or to complete an AML questionnaire discussing those policies and procedures is above and beyond the special due diligence requirements of Section 312. Among other things, the AML questionnaire asks about whether the foreign bank has implemented specific procedures such as know your customer procedures, its method of handling suspicious transactions and whether it offers anonymous accounts. The AML questionnaire enables HBUS to make risk-based judgments about its foreign bank customers, and is being refined on a continuous basis to serve this function. In this case, HBUS personnel concluded that the answers provided on the second AML questionnaire were sufficient to complete their KYC evaluation. HSBC PSI 036752 (*See* notation for Feb. 14, 2007).

HBUS has also conducted the necessary due diligence required under Section 313 of the USA PATRIOT Act ("Section 313") to confirm that BAI is not a shell bank. HSBC-PSI 036651-54. Section 313 does not require that HBUS obtain a copy of BAI's AML policies and procedures. 31 C.F.R. § 103.177.

4. At HSBC 036602 Mr. Ketley wrote an email expressing concerns over "how much influence Sonangol might exercise over" BAI since Sonangol ownership in BAI amounted to 32% with Paiva owning 18.5% (Dabas at 5%, Arcinella at 7%, Sforza at 6.5%), ABL owning 5%, and Sonangol owning 8.5%. Please explain how Mr. Ketley was ultimately comfortable with Sonangol owning such a large stake (32%)of BAI.

As Mr. Ketley explained in his interview, Sonangol's level of ownership did not raise any concerns per se. His goal was to ensure that ownership percentages were accurately recorded in the KYC documentation. Through Mr. Ketley's request of more information about the SPVs to Ms. Darko, he learned that Mr. Paiva was temporarily holding Arcinella and Sforza in trust for the benefit of a wider group of Angolan shareholders. That information answered Mr. Ketley's question concerning whether Sonangol's ownership might be more concentrated. Also, because the SPV owners were individuals with no more than one percent stakes in Arcinella and Sforza, which in turn owned 7 percent and 6.5 percent of BAI, the risk associated with individual owners was so small as to alleviate the need for further investigation.

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5. Please explain HSBC PSI 037909-12.

We believe these documents were attached to the email from Judy Stoldt on May 26, 2006 to Alan Ketley and George Tsugranes at HSBC PSI 037908. Ms. Stoldt's message indicates that the attachment includes several reports from HBUS's CIF system and a web tool.

6. Please provide the name of the person who wrote the narrative in the KYC profile at HSBC PSI 036736-036752.

As Mr. Ketley explained, he does not remember who authored the narrative in the KYC profile, though the format of the KYC computer program led him to believe it was likely Mr. Princely Muro. The KYC computer program allows only the first approver position ("AM"), *see* HSBC PSI 036748, to alter the text narrative, after which the text is locked. The "approve/deny history" portion of the KYC, HSBC PSI 036748-036752, lists individual names associated with modifications on specified dates.

7. With regard to Arcinella and Sforza, and Dabas:

7.a. In the May 6, 2008, letter from HSBC to the Subcommittee, it states that "Ultimately, since HBUS was informed that no owner of Arcinella or Sforza could meet or exceed the more rigorous internal threshold of 5% ownership of BAI, identifying all owners was not required by law or internal policy." In the interview with Mr. Ketley on September 22nd, Mr. Ketley informed the Subcommittee staff that no shareholders of Arcinella or Sforza had been named and therefore they had not been provided by BAI. Please explain whether the reason that HSBC didn't receive the names of the owners of Arcinella or Sforza was because it did not ask due to the 5% ownership requirement, because the shareholders have not yet been named, or something else.

During the interview of Mr. Ketley on September 22, counsel noted that the reason Mr. Ketley did not receive an ownership list for Arcinella or Sforza was because a complete list did not exist. Ownership stakes were in any event to be limited to one percent, but because the plan had not—and has not—been fully implemented, there was and is no list to give. Counsel affirmed upon information and belief that both SPVs continue to be held in trust by Paiva.

7.b. When will the shareholders in Arcinella and Sforza be named?

We have no information about the schedule. You may wish to contact Arcinella and Sforza directly.

7.c. Please identify the person or entity who requested that these companies be established and the person or entity who paid to establish the companies.

HBUS has focused its due diligence on determining the beneficial owner of the companies, rather than details on their formation. HBUS believes that this approach best complies with the need for a risk-based assessment of its correspondent banking relationship with BAI and its obligation not to do business with shell banks.

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7.d. At HSBC PSI 036625-6, Arcinella Assets, Sforza Properties, and Dabas Management are companies which are identified, respectively, as "an investment services firm," "a company involved in the real estate industry," and "an investment services firm." These companies are also described as SPVs at HSBC PSI 036589. According to Investopedia, a SPV is "also referred to as a 'bankruptcy-remote entity' whose operations are limited to the acquisition and financing of specific assets The SPV is usually a subsidiary company with an asset/liability structure and legal status that makes its obligations secure even if the parent company goes bankrupt." With regard to Sforza, why would a SPV identified as "involved in real estate" make investments in a financial institution like BAI? If Sforza is currently "involved in real estate," please identify the person(s) making the real estate investments for the company.

HBUS has focused its due diligence on determining the beneficial owner of the companies, rather than the details of their asset holdings. HBUS believes that this approach best complies with the need for a risk-based assessment of its correspondent banking relationship with BAI and its obligation not to do business with shell banks.

7.e. Confirm that Paiva is the sole shareholder of Arcinella, Dabas and Sforza.

Jose Paiva is the beneficial owner of Arcinella and Sforza and holds the shares temporarily on a custodial basis. HSBC PSI 036743. Jose Paiva is the actual owner of the shares of Dabas. *Id.*

Questions concerning Yamilee Bongo Astier

8. Please identify the source of the $28,000 deposit made on 5/21/02 into Bongo's account. See HSBC PSI 037049

9. Please identify the source of the $90,000 deposit made on 9/9/02 into Bongo's account. See HSBC PSI 037056

10. Please identify the source of the $66,000 deposit made on 8/27/01 into Bongo's account. See HSBC PSI 037017

All three transactions appear to have involved cash deposits. As indicated in the attached screenshot, *see* HSBC PSI 037938, HBUS computer databases indicate that a currency transaction report ("CTR") was filed on the September 2002 transaction. Information on the earlier deposits has rolled off the system because the transactions occurred so long ago, but we have no reason to believe that CTRs were not filed. We do not have any other information about the source of funds, but note that the dates of the deposits appear consistent with Ms. Astier's status as a student since they occur at the beginning or end of academic semesters.

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568403.073

PPM

Abijah DARKO/HCZA/HSBC@HIBM
05/25/2007 12:34 PM

To Princely P Muro/HBUS/HSBC@HSBC
cc Gillian E Bachstein/HBUS/HSBC@HSBC, Sarata KONE/HCZA/HSBC@HIBM
bcc
Subject Re: BAI Shareholder Information

Princely,

Please find attached the call report for my meeting with BAI, in which we discussed the SPV issue.

- CallReport.pdf

From my discussions with BAI, it does not seem that there is any "hidden" Sonangol shareholding, and that Mr. Paiva was elected as the beneficial owner purely in his position as Chairman. As you'll notice in the report, it was also mentioned that the President does not have any links to these SPVs.

I will continue to follow up on the situation, but in the meantime, if there are any other concerns regarding this topic, please let me know.

Kind regards,

Abi

Tel: +27 11 676 4298
Fax: +27 11 783 9119
email: abijah.darko@za.hsbc.com
Princely P Muro/HBUS/HSBC@HSBC

Princely P Muro/HBUS/HSBC@HSBC HBUS
05/04/2007 10:41 PM
Mail Size: 19883

To Abijah DARKO/HCZA/HSBC@HIBM
cc Gillian E Bachstein/HBUS/HSBC@HSBC, Sarata KONE/HCZA/HSBC@HIBM
Subject Re: BAI Shareholder Information
Entity --- Blank ---

Abijah,

Any further details on the SPV's and the beneficial owners?

Best regards,
Princely Muro
Vice President
Global Payment Services Regulatory Risk
HSBC Bank USA, NA
90 Christiana Road, New Castle, DE 19720
Phone: 302.327.2010

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1683

HSBC-PSI 036584

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568403.074

PPM

Abijah DARKO/HCZA/HSBC@HIBM

Abijah DARKO/HCZA/HSBC@HIBM
04/20/2007 08:01 AM

To Princely P Muro/HBUS/HSBC@HSBC
cc Gillian E Bachstein/HBUS/HSBC@HSBC, Sarata KONE/HCZA/HSBC@HIBM
Subject Re: BAI Shareholder Information

Princely,

Firstly, apologies for the late reply, and thank you for informing me of PSSR's concerns regarding this name.

I would like to express my views on the issues that have been raised:

1)BAI has advised that the SPVs do have individual shareholders, however, the bank confirmed that this information would be disclosed this year. It was also confirmed that not a single shareholder in the SPV's holds more than 5%. Since the company was not in a position to disclose the individual shareholders, they elected to name the Chairman as the beneficial owner. I have recently followed up with BAI on this issue, and they should be able to provide me with the information in the next few weeks

2)Mario Palhares - Mr. Palhares is now Chairman of Banco de Negócios Internacional. And though Mr. Palhares has other business interests, documented in BNI's file, there has been no other evidence which leads me to believe that he has ties with Sonangol outside of what has been documented.

3)Comments on Sonangol's shareholding are noted. We are aware that in the past Sonangol held 17.5% of BAI's shares, however this changed between 2004/2005, and is documented in BAI's audited annual reports. We would also like to point out that whilst there may be some information on other internet websites discussing BAI's shareholding, it might be helpful to point out that not all pages on websites are updated on a regular basis; this would likely explain why stale information is on the Wikipedia and Sonangol websites.

This is the most update information I have available on the issue, and I will follow up with the customer to obtain further details on the SPV and the individuals with ownership in these SVPs.

Kind regards,

Abi

Tel: +27 11 676 4298
Fax: +27 11 783 9119
email: abijah.darko@za.hsbc.com
Princely P Muro/HBUS/HSBC@HSBC

Princely P Muro/HBUS/HSBC@HSBC
HBUS
04/06/2007 11:35 PM
Mail Size: 12492

To Abijah DARKO/HCZA/HSBC@HIBM
cc Gillian E Bachstein/HBUS/HSBC@HSBC
Subject Re: BAI Shareholder Information
Entity --- Blank ---

PPM

Abijah,

Subject names KYC profile is currently at the Compliance Officer approval level

At issue is how much influence Sonangol might exercise over the bank:

On the face of it, Sonongol's ownership is 8.5% and the determination by our Local Compliance Officer that the bank not be classified as an SCC due to the low level of ownership looks valid.

A deeper review presents a rather different picture as Jose Paiva is also a director of Sonangol so the three entities (Sforza, Dabas and Arcinella) of which he is beneficial owner could represent additional Sonangol control; the beneficial owner of ABL is also president of Sonangol - put it all together and we have potential Sonangol control of 32% which, when combined with the likelihood of voting the treasury stock means that the bank appears to be a closer subsidiary of Sonangol than what has been documented in the KYC profile.

Compliance went on to note that while Mario Palhares' (5% shareholder) previous role is well documented, they were unable to determine if he has any links to Sonangol but think it is probable as he was the bank's former president and must have dealt with the major shareholders.

33.75% of the shares are widely held but it would take very little to bring effective Sonangol control to over 51%. Indeed the Wikipedia entry on Sonangol describes BAI as a subsidiary of Sonangol while Sonangol's website indicates that they own 17.5% of BAI.

Finally, the fact that ordinarily partial ownership by a state owned oil company would be a point of interest and little more but the fact that this information is so deeply buried and one has comb through to obtain details of ownership of Sforza, Dabas and Arcinella suggests a desire to perhaps mask the bank's ownership (unless it is also to 'protect' Paiva from undesirable attention - but since he is chairman he is likely to attract that attention anyway.)

Compliance would appreciate your comments regarding the above in order to provide a deeper understanding of this relationship.

Best regards,
Princely Muro
Vice President
Global Payment Services Regulatory Risk
HSBC Bank USA, NA
90 Christiana Road, New Castle, DE 19720
Phone: 302.327.2010

Abijah DARKO/HCZA/HSBC@HIBM

Abijah DARKO/HCZA/HSBC@HIBM
01/11/2007 05:48 AM

To Princely P Muro/HBUS/HSBC@HSBC
cc Pierre Nasser/HBUS/HSBC@HSBC
Subject BAI Shareholder Information

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HSBC-PSI 036586

ph44585 on D330-44585-7600 with DISTILLER
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568403.076

PPM

Princely,

Please find below the response that BAI provided:

"We are pleased to provide the following information pursuant to your request. Please note this information is provided to HSBC on a confidential basis with the understanding this is not to be transmitted to persons outside the bank except as may be required by law. Shares in BAI are not traded on any public stock exchange.

Re: KYC
HSBC Compliance Unit request for a listing of the shareholders or names of the beneficial owners of Arcinella Assets, S.A. and Sforza Properties (British Virgin Islands).

Both Arcinella and Sforza are special purpose companies, the beneficial ownership of which is Mr. Jose Paiva, in his role as Chairman of BAI. The shares are being held temporarily -- in effect on a custodial basis -- by the Bank until final shareholder registrations can be concluded. The shareholders are (and will be) individuals of Angolan nationality with the intention that no one individual will have a shareholding more than 1%.

This is in line with the Bank's strategy, and also the strategy of our main shareholder Sonangol, to encourage and to facilitate on an orderly basis share ownership by private individuals over time as they are able to generate wealth and then purchase shares. As you know there is not yet a public stock exchange operating in Angola. Nevertheless, BAI is endeavoring to achieve a broader distribution of our shares until such time this public vehicle does commence operation."

I hope this is satisfactory for our purposes, but let me know if anything else is needed.

Thanks and regards,

Abi

***** Aviso Legal *****

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VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01555 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568403.077

PPM

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Please do not transmit orders or instructions regarding a BAI account by e-mail. The information provided in this e-mail or any attachments is not an official transaction confirmation or account statement. For your protection, do not include account and credit card numbers, passwords or other non-public information in your e-mail.

#8

PPM

Princely P Muro/HBUS/HSBC
04/25/2007 04:35 PM

To Alan T Ketley/HBUS/HSBC@HSBC
cc Gillian E Bachstein/HBUS/HSBC@HSBC, George Tsugranes/HBUS/HSBC@HSBC, Gyanen Kumar/HBUS/HSBC@HSBC
bcc
Subject Fw: BAI Shareholder Information

Alan,

Please find Abijah Darko's partial response to your comments regarding the above subject's ownership structure. We've also attached an extract of the bank's shareholding breakdown as detailed in their 2005 annual report.

Abijah is currently on a business trip to Angola and we expect her to be in a position to provide further details upon her return.

Lastly, background information on Theodore Gilleti which was provided by Abijah is documented on top of Page 9 of the KYC profile. We were also unable to find any further information on him from our search engines.

BAI shareholding breakdown.tif

Best regards,
Princely Muro
Vice President
Global Payment Services Regulatory Risk
HSBC Bank USA, NA
90 Christiana Road, New Castle, DE 19720
Phone: 302.327.2010
---- Forwarded by Princely P Muro/HBUS/HSBC on 04/25/2007 02:45 PM ----

Abijah DARKO/HCZA/HSBC@HIBM
04/20/2007 08:01 AM

To Princely P Muro/HBUS/HSBC@HSBC
cc Gillian E Bachstein/HBUS/HSBC@HSBC, Sarata KONE/HCZA/HSBC@HIBM
Subject Re: BAI Shareholder Information

Princely,

Firstly, apologies for the late reply, and thank you for informing me of PSSR's concerns regarding this name.

I would like to express my views on the issues that have been raised:

1)BAI has advised that the SPVs do have individual shareholders, however, the bank confirmed that this information would be disclosed this year. It was also confirmed that not a single shareholder in the SPV's holds more than 5%. Since the company was not in a position to disclose the individual shareholders, they elected to name the Chairman as the beneficial owner. I have recently followed up with BAI on this issue, and they should be able to provide me with the information in the next few weeks

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PPM

2)Mario Palhares - Mr. Palhares is now Chairman of Banco de Negócios Internacional. And though Mr. Palhares has other business interests, documented in BNI's file, there has been no other evidence which leads me to believe that he has ties with Sonangol outside of what has been documented.

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Kind regards,

Abi

Tel: +27 11 676 4298
Fax: +27 11 783 9119
email: abijah.darko@za.hsbc.com
Princely P Muro/HBUS/HSBC@HSBC

Princely P Muro/HBUS/HSBC@HSBC
HBUS
04/06/2007 11:35 PM
Mail Size: 12492

To Abijah DARKO/HCZA/HSBC@HIBM
cc Gillian E Bachstein/HBUS/HSBC@HSBC
Subject Re: BAI Shareholder Information
Entity — Blank —

Abijah,

Subject names KYC profile is currently at the Compliance Officer approval level

At issue is how much influence Sonangol might exercise over the bank:

On the face of it, Sonongol's ownership is 8.5% and the determination by our Local Compliance Officer that the bank not be classified as an SCC due to the low level of ownership looks valid.

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568403.080

PPM

Finally, the fact that ordinarily partial ownership by a state owned oil company would be a point of interest and little more but the fact that this information is so deeply buried and one has comb through to obtain details of ownership of Sforza, Dabas and Arcinella suggests a desire to perhaps mask the bank's ownership (unless it is also to 'protect' Paiva from undesirable attention - but since he is chairman he is likely to attract that attention anyway.)

Compliance would appreciate your comments regarding the above in order to provide a deeper understanding of this relationship.

Best regards,
Princely Muro
Vice President
Global Payment Services Regulatory Risk
HSBC Bank USA, NA
90 Christiana Road, New Castle, DE 19720
Phone: 302.327.2010

Abijah DARKO/HCZA/HSBC@HIBM

Abijah DARKO/HCZA/HSBC@HIBM
01/11/2007 05:48 AM

To Princely P Muro/HBUS/HSBC@HSBC
cc Pierre Nasser/HBUS/HSBC@HSBC
Subject BAI Shareholder Information

Princely,

Please find below the response that BAI provided:

"We are pleased to provide the following information pursuant to your request. Please note this information is provided to HSBC on a confidential basis with the understanding this is not to be transmitted to persons outside the bank except as may be required by law. Shares in BAI are not traded on any public stock exchange.

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This is in line with the Bank's strategy, and also the strategy of our main shareholder Sonangol, to encourage and to facilitate on an orderly basis share ownership by private individuals over time as they are able to generate wealth and then purchase shares. As you know there is not yet a public stock exchange operating in Angola. Nevertheless, BAI is endeavoring to achieve a broader distribution of our shares until such time this public vehicle does commence operation."

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568403.081

PPM

I hope this is satisfactory for our purposes, but let me know if anything else is needed.

Thanks and regards,

Abi

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Esta mensagem é confidencial e dirigida apenas ao destinatário. Se a recebeu por erro solicitamos que o comunique ao remetente ou através do nosso helpdesk@bancobai.co.ao, e a elimine assim como qualquer documento anexo. Não há renúncia à confidencialidade nem a nenhum privilégio devido a erro de transmissão. Qualquer opinião expressa nesta mensagem pertence unicamente ao autor remetente, e não representa necessariamente a opinião do BAI, a não ser que expressamente se diga que o remetente está autorizado para o efectuar.
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Please do not transmit orders or instructions regarding a BAI account by e-mail. The information provided in this e-mail or any attachments is not an official transaction confirmation or account statement. For your protection, do not include account and credit card numbers, passwords or other non-public information in your e-mail.

23

Princely P Muro 08 Jun 2007 15:36

To: **PSRR**
cc: **Kim Zinszer, et al**

Subject: Fw: KYC Customer Profile is Approved with Condition: BANCO AFRICANO DE INVESTIMENTOS

FYI - I will update the KYC profile accordingly

Best regards,
Princely Muro
Vice President
Global Payment Services Regulatory Risk
HSBC Bank USA, NA
90 Christiana Road, New Castle, DE 19720
Phone: 302.327.2010

----- Forwarded by Princely P Muro/HBUS/HSBC on 06/08/2007 03:34 PM -----

Alan T Ketley/HBUS/HSBC
06/08/2007 03:31 PM

To Princely P Muro/HBUS/HSBC@HSBC
cc HBUS KYC System Admin
Subject KYC Customer Profile is Approved with Condition: BANCO AFRICANO DE INVESTIMENTOS

A KYC Customer Profile has been approved with Condition for this client in ANGOLA.
The Condition :
CO Reviewer and PSRR have extensive correspondence regarding the exact ownership structure of the bank and the investigation as to the degree of ownership exercised by Sonangol. Profile should be modified to include this additional detail.

The credit card business being offered by PCM needs to have additional controls put in place as regards onboarding and regular OFAC scanning. Customer profile needs to address the risks of the credit card activity. Additional transaction monitoring for this activity has been implemented.

You may click on the following link to the profile:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1691

HSBC-PSI 036671

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568403.083

#16

HSBC

Please complete the questions below in accordance with our "Know Your Customer" policy and "due diligence" requirements. The completed document may be faxed to 212 642-4065 or 302 636-2211.

With the passage of The USA Patriot Act in October 2001, due diligence and know your customer for correspondent banking became law. As part of our efforts to perform due diligence and know your customer on our clients we ask that you answer the following questions.

** Any information provided by you will be recorded in our files and be treated as confidential within our Group and will not be divulged outside to third parties.*

Account Name: Banco Africano de Investimentos

Account Number:

1. **Does your Bank/Institution have KYC and Anti-Money Laundering (AML) policies and procedures documented?**

☑ **Yes**

☐ **If No, Why Not? :** _____

2. **Does your Bank/Institution KYC and AML Policies and Procedures require identification documentation and verification when opening an account?**

☑ Yes, all individuals are required to provided ID and residential details during the account opening request. Companies are required to provide copies registration documents, information on shareholding, and copies by-laws as part of the account opening process. These requirements are stated on BAI's account opening checklist/documents.

☐ **If No, Why Not? :** _____

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1706

HSBC-PSI 036660

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568403.084

3. **Does your Bank/Institution have a screening process regarding the procedures for the establishment of new accounts (including obtaining information on the source of funds)?**

☒Yes, the Legal division is responsible for reviewing all account opening requests. Only upon approval from the Legal division are accounts opened.

☐ **If No, Why Not? :**_____

4. **Does your Bank/Institution offer accounts or services to anonymous customers?**

☒No – Angolan law prohibits the opening of anonymous accounts.

☐ **If yes, In what circumstances are they allowed? :**_____

5. **Does your Bank/Institution have an ongoing system in place to monitor and report suspicious activity?**

☐ **If No, Why Not? :**_____

☒**If yes, what are the procedures when unusual transactions are detected as a result of your Bank/Institution ongoing monitoring process?**

Whenever unusual transactions are detected, they are reported to Business Heads and the Internal Audit/Legal areas. The issue would be escalated to the Board as needed, and from there it would be reported to the Central Bank and to the national agency responsible for investigation of financial crimes.

6. **How are your Bank/Institution KYC and AML Policies and Procedures communicated and enforced within your network of domestic and foreign offices?**

KYC/AML policies are communicated to domestic and foreign offices by means of a circular.

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7. **Does your Bank/Institution have a formal / independent Anti-Money Laundering Compliance function?**

   ☐ **If No, Why Not? :**_____

   ☑ **If yes, Does compliance provide Anti Money Laundering Training to its employees/ how often? :** This responsibility rests mainly with Legal Department and Internal audit, who are responsible for providing AML training to the bank's employees at least once a year.

8. **Please specify any future or planned enhancements to your Anti-Money Laundering policy or procedure:**

There are currently no changes/enhancements planned to BAI's AML policy, however, they are investigating the possibility of implementing new systems. As the bank gets closer to purchase/implementation of the system, they will be abl to confirm if that system will include any enhancements in terms of KYC.

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568403.066

Client Name: BANCO AFRICANO DE INVESTIMENTOS CREDIT CARDS ACCOUNT

Signature Section

We have reviewed the information provided above in the context of the bank's "Know Your Customer" policy and "due diligence" requirements and criteria. Based on the following summary of reasons, we feel comfortable recommending this bank for banking business.
Briefly describe client's own KYC policy, procedures and practices.

Summary of reasons:

(For completed KYC please see parent bank's KYC.)

The purpose of the Credit Cards account is to pay for the credit cards expenses at the end of each month.

Banks in Angola are not allowed to issue USD credit cards; therefore, our client, Banco Africano de Investimentos (BAI) asked HSBC to issued corporate cards to the top 37 wealthies clients. The cards carry the log of BAI. The card holders are top level executives in the field of diamonds and oil in Angola. These companies are all customers of BAI. These customers travel abroad often as well as in Angola for business. In addition, their children are studying in Europe and in the USA

BAI guaruantees payments on the credit cards by holding its customers funds as collateral. There are two separate accounts opened in connection with the credit cards: (1) BAI Cash Collateral Account. This account is where the collateral is housed and the funds are not to be touched unless necessary. (2) BAI Credit Cards Operating Account. At the end of each month, BAI would transfer funds from their main account to the Credit Cards Operating Account so that we could then debit for the payment of the cards expenses.

Each month the Credit Card Division in Buffalo will send to me via email a spread sheet with the details of the credit cards expenses, I will forward a copy of the same to compliance and to BAI. BAI wants to closely monitor the cards as well.

Name of Account Manager authorized to sign :

Electronically signed by:

Name of Marketing Officer authorized to sign:

Electronically signed by:

Senior Officer authorized to sign: (if required by KYC Policy)

Electronically signed by:

Legal Dept. authorized to sign: (if required by KYC Policy)

Electronically signed by:

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1711

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01565 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568403.087

Judy P Stoldt/HBUS/HSBC
05/26/2006 03:05 PM

To Alan T Ketley/HBUS/HSBC@HSBC
cc George Tsugranes/HBUS/HSBC@HSBC
bcc
Subject BAI Angola - Corporate Cards

Alan,

I met with Denise Kajdasz who manages the client services team for corporate cards and found out the following:

- BAI Angola is the only FI client and to the best of Denise's knowledge they are not targeting the FI market.
- BAI has 118 cardholders
- The cards have HSBC's logo and are created by HSBC
- The client services team interacts with BAI directly to resolve any cardholder issues. However, an HSBC 1-800 number is on the card so it is possible that a cardholder could call the general customer service line. Denise has never heard of this happening.
- The cards can only be used for purchases and not to withdrawal cash
- A web based reporting tool is available that we could access for monitoring.
- The reporting tool allows you to set parameters (e.g. $ thresholds and/or type of transaction) when creating reports. I have a sample report and it looks similar to a personal credit card statement.

The attached contains a few reports available on HBUS's CIF like system and the web tool. It shows categories of client's BAI has setup and it appears, as we previously heard, that the card is used by government agencies (e.g. Ministerio do Planeamento).

corporate cards.tif

I setup a meeting on Wednesday to discuss a monitoring approach.

Judy P. Stoldt
Vice President - Anti-Money Laundering Compliance
Tel: (716) 841-6425

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1715

ph44585 on D330-44585-7600 with DISTILLER
VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01566 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT
568403.088

HSBC

Note
16 Apr 2001 17:02

From:	Beth Fisher	Tel:	212-525-6644
Title:	First Vice President	Location:	452 5th Ave, Floor 05
WorkGroup:	USA/Canada Banks	Mail Size:	11708

To: Maria Molynas-Drazal

cc: Roger Yockel/HBUS/HSBC@Republic
Paula Durand/HBUS/HSBC@Republic
Joe Harpster/HBUS/HSBC@Republic
Rita Gonzalez/HBUS/HSBC@Republic
Esperanza RodriguezS/HBUS/HSBC@Republic
Jennifer Toussaint-Cali/HBUS/HSBC@Republic
Sharyn Malone/HBUS/HSBC@Republic
Anne Liddy/HBUS/HSBC@Republic

Subject: Re: Banco Africano de Investimento - Angola

Maria,

Further to the attached and to Roger's additional compliance-related questions regarding the Corporate Credit Card program for BAI-Angola (and the pending approval on CMS for an increase in BAI's Banknotes line), please note the following regarding the Credit Cards:

- Jennifer and I have met with Anne Liddy in Compliance to discuss procedures to: (1) monitor credit card usage on a regular basis (i.e. from the Cardholder List Report generated monthly by HBUS's Credit Card division in Buffalo); and (2) request more detailed KYC data on individual cardholders (who are BAI's customers).

- Thus far, 36 credit cards have been issued (each with a maximum limit of $10,000) and 2-3 cards have been activated. Although Client Services has been working on the mechanics of the program with BAI and Buffalo for the past year, the actual activation & usage of said cards is just beginning now.

- Additionally, BAI has signed the "Credit Card Guarantee and Indemnity Agreement" drafted by HBUS's Legal Dept. (Larry Stern). Said Agreement also includes language with respect to KYC requirements, NO cash advances permitted, etc.

- From a credit perspective, said credit cards are secured by funds held in a segregated Cash Collateral Account with HBUS. Said account will be debited for all accrued credit card charges on a monthly basis.

As discussed, please process on CMS accordingly.

Thank you.

Beth

Beth Fisher on 23 Feb 2001 09:19

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1717

HSBC-PSI 036785

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[redacted] = Redacted by the Permanent Subcommittee on Investigations

HSBC-INT[redacted]

Cash Collateral Accounts Balances
As of 05 Jan 2004

DDA#	Title	Country	AM	A/C Balance	Indiv L/C Amt	Type	L/C Ref#	Exp date	EP Status	Pledge	CRIN*	SWEEP
[redacted]	BAI Collateral A/C	Angola	S. Jones	$500,000.00	Issued 53 cards Bal: $39,685.93	Credit Cards	Approved $500,000.00		B	Y	$0.00	Y

Redacted Nonresponsive

Redacted Nonresponsive

* total interest for the past 3mos

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1718

HSBC-PSI 036762

111/9/042:58 PMCash Coll.Jan04CASH COLLATERAL

568403.090

Alan T Ketley/HBUS/HSBC
07/10/2006 12:31 PM

To Judy P Stoldt/HBUS/HSBC@HSBC
cc George Tsugranes/HBUS/HSBC@HSBC
bcc
Subject Re: Fw: AML Monitoring for BAI Angola

Judy

This is good information - I note that about 48 of the accounts have been inactive for more than 6 months.

Compliance should not have to pay to obtain transaction information so monitoring can take place. This cost should be factored into PCM's pricing to the client.

We will need some detail as to the purpose of this arrangement - both to permit us to monitor and to satisfy 312.

It would be useful to find out what monitoring Fraud does and what triggers a fraud alert.

As for what we monitor and how - we will need to come up with some parameters for what we look at and how frequently. See what you can think up.

Alan T. Ketley
First Vice President, Anti Money Laundering
Tel: 212 525 6147
Fax: 212 382 7580
Judy P Stoldt/HBUS/HSBC

Judy P Stoldt/HBUS/HSBC
07/10/2006 10:56 AM

To Alan T Ketley/HBUS/HSBC@HSBC
cc George Tsugranes/HBUS/HSBC@HSBC
Subject Fw: AML Monitoring for BAI Angola

Alan,

I spoke to Denise and she supplied me the responses below.

Here is a list of cardholders => CHLIST062806.xls

I was able to get a list of Government Members for Angola dated Aug 2005 off the internet. Of the 34 officials listed, 6 are cardholders.

Judy P. Stoldt
Vice President - Anti-Money Laundering Compliance
Tel: (716) 841-6425
—— Forwarded by Judy P Stoldt/HBUS/HSBC on 06/28/2006 03:13 PM ——

Judy P Stoldt/HBUS/HSBC
06/20/2006 02:50 PM

To Denise Kajdasz/HBUS/HSBC

Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1719

HSBC-PSI 037903

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568403.091

cc

Subject AML Monitoring for BAI Angola

Denise,

Thank you for your time and explaining the process to me last month. I've finally had some time to focus on how we can conduct AML monitoring and have a few more questions for you.

Are all 118 cards active? Right now 117 are active.
Can we get a listing of the cardholders? Attached.
At a high-level, do you know how fraud monitors the transactions? She gave me the name of Lisa Harmon in Fraud if we want information.
Any background you have as to why BAI Angola approached HBUS and why BAI needs a dollar based program would be helpful. Since the relationship was setup a long time ago she did not have any background. Rita is the RM but Samantha said Rita doesn't remember why the program was needed.

Additionally, can you set BAI's account up on the web based reporting tool you showed me? I would like to get access to the system so I can determine the type of report we will use. Samantha gave me a call regarding who will pick up the expense of the monitoring reports. She wanted to charge it back to compliances RSP. I told her that I would speak to you but my opinion is that PCM should pay for the report since we are monitoring the activity to protect PCM.

Feel free to give me a call if it is easier to discuss.

Regards,

Judy P. Stoldt
Vice President - Anti-Money Laundering Compliance
Tel: (716) 841-6425

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EXHIBIT #134 - FN 1723

HSBC-PSI 036792

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CD-351 [redacted] COMPANY CARD BILLING REPORT HSBC BANK USA BUFFALO, NY 02/27/01 PAGE 1
RUN DATE 02/28 TIME 05:47

PREPARED FOR: BAI ANGOLA COMPANY NUMBER [redacted]
452 FIFTH AVE CO J CALI
NEW YORK NY 10018

INSTITUTION ACCOUNT NUMBER ACCOUNT NAME REFERENCE NUMBER DESCRIPTION	STAT E I	POST DATE	DEBITS CREDITS	NET	LAST STAT BALANCE CURRENT BALANCE
11111	INSTITUTION - BAI ANGOLA				
[redacted] MARIO ABILIO PALHARES					
[redacted]		02/02	65.61		
ESPACO BAHIA ANGOLA PT					
[redacted]		02/02	0.00		
** [redacted] [redacted]					
CARD TOTAL			65.61	65.61	0.00
			0.00		0.00
INSTITUTION TOTAL FOR BAI ANGOLA			65.61	65.61	0.00
			0.00	0.00	0.00

568403.093

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01572 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

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CD-[redacted] COMPANY CARD BILLING REPORT

HSBC BANK USA
BUFFALO, NY

02/27/01 PAGE 1
RUN DATE 02/28 TIME 05:47

PREPARED FOR: BAI ANGOLA
452 FIFTH AVE CO J CALI
NEW YORK NY 10018

COMPANY NUMBER [redacted]

INSTITUTION ACCOUNT NUMBER ACCOUNT NAME REFERENCE NUMBER DESCRIPTION	STAT E I	POST DATE	DEBITS CREDITS	NET	LAST STAT BALANCE CURRENT BALANCE
11111	INSTITUTION - BAI ANGOLA				
COMPANY TOTAL FOR BAI ANGOLA			65.61 0.00	65.61 0.00	0.00 65.61

HSBC-PSI 036793

3142

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568403.094

ph44585 on D330-44585-7600 with DISTILLER

VerDate Nov 24 2008 14:03 Aug 17, 2010 Jkt 057734 PO 00000 Frm 01573 Fmt 6633 Sfmt 6602 P:\DOCS\57734.TXT SAFFAIRS PsN: PAT

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CC-355 [redacted] CARDHOLDER LIST REPORT — HSBC BANK USA, BUFFALO, NY — -FC- 02/27/01 PAGE 1
CRCD 11 — RUN DATE 02/28 TIME 01:07

PREPARED FOR: BAI ANGOLA — COMPANY NUMBER: [redacted]
452 FIFTH AVE CO J CALI
NEW YORK NY 10018

ACCOUNT NUMBER / CARDHOLDER NAME	WORK NUMBER / WORK ADDRESS	CREDIT LIMIT	ACCOUNT STATUS	REPORTING SUB-LEVEL DESCRIPTION
[redacted] AGUINALDO,JAIME	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11112 INSTITUTION BANCO NATIONAL DE ANGOLA
[redacted] ARAUJO,ALBERTO SERAFIM	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11121 INSTITUTION MERCURY
[redacted] BOYOL,JOSE TEODORO	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11111 INSTITUTION BAI ANGOLA
[redacted] COSTA DAVID,JOAQUIM DA	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11114 INSTITUTION MINISTERIO DAS FINANCAS
[redacted] D ABREU,RICARDO VIEGAS	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11111 INSTITUTION BAI ANGOLA
[redacted] DA COSTA,DESIDERIO V	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11116 INSTITUTION MINISTERIO DOS PETROLEOS
[redacted] DA ENCARNACAO,TIMOTEO	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11125 INSTITUTION FUNDO DE DESEN VOLIMENTO
[redacted] DA SILVA NETO,JOAO B	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11115 INSTITUTION SONANGOL

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CC-355 [redacted] CARDHOLDER LIST REPORT — HSBC BANK USA, BUFFALO, NY — -FC- 02/27/01 PAGE 2
CRCD 11 — RUN DATE 02/26 TIME 01:07

PREPARED FOR: BAI ANGOLA — COMPANY NUMBER: [redacted]
452 FIFTH AVE CO J CALI
NEW YORK NY 10018

ACCOUNT NUMBER / CARDHOLDER NAME	WORK NUMBER / WORK ADDRESS	CREDIT LIMIT	ACCOUNT STATUS	REPORTING SUB-LEVEL DESCRIPTION
[redacted] DA SILVA,ANTONIO H	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11122 INSTITUTION MINISTERIO DAS OPPAS PUBLI
[redacted] DE ALMEIDA DIAS,MARIO	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11111 INSTITUTION BAI ANGOLA
[redacted] DE MATOS,JOAO BAPTISTA	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11118 INSTITUTION MINISTERIO DA DEFESA NACIO
[redacted] DE VASCONCELOS,JOSE B	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11116 INSTITUTION MINISTERIO DOS PETROLEOS
[redacted] DOS SANTOS,ANA C H	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11115 INSTITUTION SONANGOL
[redacted] DOS SANTOS,ANA PAULA	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11119 INSTITUTION PRESIDENCIA DA REPUBLICA
[redacted] DOS SANTOS,JOSE EDUARDO	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11119 INSTITUTION PRESIDENCIA DA REPUBLICA
[redacted] ESPERANCA,FRANCISCO D	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11126 INSTITUTION ANGOLA TELECOM

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CC-355 [redacted] CARDHOLDER LIST REPORT — HSBC BANK USA, BUFFALO, NY — -FC- 02/27/01 PAGE 3
CRCD 11 — RUN DATE 02/28 TIME 01:07

PREPARED FOR: BAI ANGOLA — COMPANY NUMBER: [redacted]
452 FIFTH AVE CO J CALI
NEW YORK NY 10018

ACCOUNT NUMBER / CARDHOLDER NAME	WORK NUMBER / WORK ADDRESS	CREDIT LIMIT	ACCOUNT STATUS	REPORTING SUB-LEVEL DESCRIPTION
[redacted] FILIPE,MUABI	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11115 INSTITUTION SONANGOL
[redacted] G LOURENCO,JOAO MANUEL	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11124 INSTITUTION ASSEMBLETA NATIONAL
[redacted] GRAY,ANA PAULA	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11123 INSTITUTION INVESTEL BANK
[redacted] JACINTO,ROSARIO SIMAO	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11115 INSTITUTION SONANGOL
[redacted] LOURENCO,ANA A D	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11113 INSTITUTION MINISTERIO DO PLANEAMENTO
[redacted] MALUNGO,ALBINO	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11117 INSTITUTION MINISTERIO DA REINSERCAO S
[redacted] MOREIRA,JOSE ALBERTO T	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11111 INSTITUTION BAI ANGOLA
[redacted] N P DIOGO,MANUEL	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11125 INSTITUTION FUNDO DE DESEN VOLIMENTO

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CC-355 [redacted] CARDHOLDER LIST REPORT — HSBC BANK USA, BUFFALO, NY — -FC- 02/27/01 PAGE 4 — RUN DATE 02/28 TIME 01:07

CRCO 11

PREPARED FOR: BAI ANGOLA
452 FIFTH AVE CO J CALI
NEW YORK NY 10018

COMPANY NUMBER: [redacted]

ACCOUNT NUMBER / CARDHOLDER NAME	WORK NUMBER / WORK ADDRESS	CREDIT LIMIT	ACCOUNT STATUS	REPORTING SUB-LEVEL DESCRIPTION
[redacted] NUNES,ANTONIO MARCAL	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11120 INSTITUTION SONAGALP
[redacted] PAIHAMA,KUNDI	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11118 INSTITUTION MINISTERIO DA DEFESA NACIO
[redacted] PAIVA,JOSE CASTRO	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11115 INSTITUTION SONANGOL
[redacted] PALMARES,MARIO ABILIO	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	/ /I	11111 INSTITUTION BAI ANGOLA
[redacted] PAYABLE,ACCOUNTS	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	350,000.00	/ /A	INSTITUTION
[redacted] QUIPIPA,JOAO BOA F	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11125 INSTITUTION FUNDO DE DESEN VOLIMENTO
[redacted] REIS ESTEVES,AMANDIO C	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11125 INSTITUTION FUNDO DE DESEN VOLIMENTO
[redacted] RIBEIRO,ANGELO J P	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11115 INSTITUTION SONANGOL

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CC-355 [redacted] CARDHOLDER LIST REPORT — HSBC BANK USA, BUFFALO, NY — -FC- 02/27/01 PAGE 5
CRCD 11 — RUN DATE 0[illegible]/28 TIME 01:07

PREPARED FOR: BAI ANGOLA — COMPANY NUMBER: [redacted]
452 FIFTH AVE CO J CALI
NEW YORK NY 10018

ACCOUNT NUMBER / CARDHOLDER NAME	WORK NUMBER / WORK ADDRESS	CREDIT LIMIT	ACCOUNT STATUS	REPORTING SUB-LEVEL DESCRIPTION
[redacted] SANTOS,CARLOS F G	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11111 INSTITUTION BAI ANGOLA
[redacted] SERRAO,JOSE MANUEL	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11111 INSTITUTION BAI ANGOLA
[redacted] VICENTE,MANUEL DOMINGOS	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11115 INSTITUTION SONANGOL
[redacted] HEBBA,ROBERTO C H	(000)000-0000 BAI ANGOLA 452 5TH AVE CO J CALI NEW YORK NY 10018	10,000.00	F/ /I	11115 INSTITUTION SONANGOL

TOTAL NUMBER OF CARDHOLDERS: 36

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1723

Redacted By
Permanent Subcommittee on Investigations

ACCOUNT #	NAME	CREDIT LINE	OPEN DATE	STATUS	HIERARCHY	COV_STRT_CD	LAST ACTIVITY DATE	DAYS INACTIVE
	Payable,Accounts	500000	00:00.0	OPEN	null	null	6/27/06	1
	Palhares,Mario Abilio	20000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/12/06	16
	Costa David,Joaquim D	20000	00:00.0	OPEN	MINISTERIO DAS FINANCAS	NOCA	6/27/06	1
	Vicente,Manuel D	10000	00:00.0	OPEN	SONANGOL	NOCA	12/5/05	205
	Filipe,Muabi	10000	00:00.0	OPEN	SONANGOL	NOCA	1/24/02	1616
	Da Silva,Antonio H	10000	00:00.0	OPEN	MINISTERIO DAS OPPAS PUBLI	NOCA	6/27/06	1
	Webba,Roberto C H	10000	00:00.0	OPEN	SONANGOL	NOCA	3/8/06	112
	Jacinto,Rosario Simao	10000	00:00.0	FROZEN	SONANGOL	NOCA	12/5/04	570
	Da Silva Neto,Joao B	10000	00:00.0	OPEN	SONANGOL	NOCA	6/25/06	3
	De Matos,Joao B	20000	00:00.0	NO AUTH	MINISTERIO DA DEFESA NACIO	NOCA	6/11/06	17
	De Vasconcelos,Jose B	10000	00:00.0	OPEN	MINISTERIO DOS PETROLEOS	NOCA	5/10/06	49
	Da Costa,Desiderio V	10000	00:00.0	OPEN	MINISTERIO DOS PETROLEOS	NOCA	6/10/03	1114
	Quipipa,Joao Boa F	10000	00:00.0	CLOSED	FUNDO DE DESEN VOLIMENTO	NOCA	7/5/04	723
	Caholo,Joao Samuel	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/27/06	1
	Bastos Dos Santos,J J	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	10/22/01	1710
	Brechet,Etienne A	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	4/14/06	75
	Castro,Jose Manuel	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	11/24/02	1312
	Miala,Fernando Garcia	10000	00:00.0	REVOKED	BAI ANGOLA	NOCA	11/15/04	590
	D,Ana A	20000	00:00.0	OPEN	MINISTERIO DO PLANEAMENTO	NOCA	5/14/03	1141
	Escorcio,Jorge A	16000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/25/06	3
	Da Costa,Edeltrudes G	10000	00:00.0	OPEN	null	NOCA	4/20/06	69
	Van Dunem Jr,Joffre	10000	00:00.0	OPEN	null	NOCA	6/1/06	27
	Van Dunem,Ana Lucia	10000	00:00.0	OPEN	null	NOCA	5/26/06	33
	B Loureiro,Antonio A	10000	00:00.0	FROZEN	null	NOCA	8/1/05	331
	Gabriel,Maria D G	10000	00:00.0	FROZEN	FUNDO DE DESEN VOLIMENTO	NOCA	3/17/06	103
	Da Silva,Leonel F	10000	00:00.0	OPEN	MINISTERIO DAS FINANCAS	NOCA	6/23/06	5
	Alvim De Faria,Jose F	10000	00:00.0	FROZEN	null	NOCA	6/25/06	3
	Dos Santos,Tatiana T	10000	00:00.0	OPEN	null	NOCA	6/12/05	381
	Domingos,Antonio D S	10000	00:00.0	OPEN	SONANGOL	NOCA	6/4/06	24
	Do Prado,Serafim M	19000	00:00.0	OPEN	BAI ANGOLA	NOCA	2/14/06	134
	Maria,Luis F Do	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	7/31/04	697
	Da Costa,Carlos A	10000	00:00.0	FROZEN	BAI ANGOLA	NOCA	9/29/03	1003
	Andrade,Joao Alves	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	7/11/04	717
	Da Cruz,Fernando A	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	6/2/06	26
	Da Silva,Jose O F	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	6/4/04	754
	Coimbra,Raul Antonio	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	7/11/04	717
	Neto,Mateus S F	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	5/9/06	50
	Monimambo,Ernesto M	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	7/31/04	697
	Gomes,David Manuel M	10000	00:00.0	FROZEN	BAI ANGOLA	NOCA	3/1/05	484
	Jorge,Jose Manuel M	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	9/19/04	647
	P Pombal,Antonio Dj M	10000	00:00.0	OPEN	TAAG-ANGOLA AIRLINES	NOCA	8/9/04	688
	Da Silva Neto,Irene A	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	5/10/06	49
	Xirimbimbi,S J L	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/14/06	14
	Da Silva,Mario Dj P	10000	00:00.0	OPEN	SONANGOL	NOCA	12/22/04	553
	Africano,Manuel A	10000	00:00.0	FROZEN	BAI ANGOLA	NOCA	4/4/05	450
	Fernandes,Carlos A	10000	00:00.0	NO AUTH	null	NOCA	5/4/05	420

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Goncalves,Jorge M A	20000	00:00.0 FROZEN	null	NOCA	10/14/05	257
Escorcio,Valter R T	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/15/06	13
Lima Lobo,Manual Jose	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	9/12/05	289
Junior,Joao P Gomes	10000	00:00.0 FROZEN	BAI ANGOLA	NOCA	4/4/05	450
Mauricio,Mariana J	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/12/06	47
Mauricio,Amadeu J	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/21/06	7
Castro,Sonia	15000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/2/06	26
Dias,Antonio	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/25/06	3
Ferreira,Jose M R	10000	00:00.0 OPEN	null	NOCA	6/26/06	2
Andrade,Carlos F M	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	12/1/05	209
Castro,Maria C Paiva	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	3/23/05	462
Van Dunem,Antonio	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/5/05	419
Baptista,Adriano C R	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/16/06	43
De Oliveira,Luis F L	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/11/06	17
Mendonca,Tito Luis	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/21/06	38
Ferreira,Nvunda	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	2/12/06	136
Reis,Rui Jorge T	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/19/06	40
Paulo,Laureano R	10000	00:00.0 OPEN	null	NOCA	7/13/05	350
Fonseca,Gisela P	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	8/7/05	325
Coelho,Antonio J T	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	9/13/05	288
Felijo,Carlos M D S	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/26/06	2
Silva,Jose A A C	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/4/06	24
Morlock,Frank Anton	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	11/15/05	225
Da Fonseca,Manuel	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	4/3/06	86
Da Silva,Luis M C O	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	4/20/06	69
Costa Silva,Sonia C	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	12/16/05	194
Rangel,Dumilde C S	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/25/06	34
Santos,Denise N R B R	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/16/06	12
Coelho,Cristina S	20000	00:00.0 OPEN	BAI ANGOLA	NOCA	12/7/05	203
Henriques,Carlos A	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/27/06	1
Carreira,Marcos G W	15000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/27/06	1
Silva,Marco P C P	10000	00:00.0 LOST	BAI ANGOLA	NOCA	3/15/06	105
Silveira,Stella F	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/3/06	56
Furtado,Antonio Gomes	10000	00:00.0 LOST	BAI ANGOLA	NOCA	1/12/05	532
Ferreira,Judith J Q	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/15/06	13
Amaral Lopes,Joao A	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/7/06	52
Contreiras,Licinio V	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	2/23/06	125
Jacobina Britto,A S	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	5/30/06	29
Coelho,Custodio F D S	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/21/06	7
Sousa Calado,Manuel A	25000	00:00.0 OPEN	BAI ANGOLA	NOCA	2/28/06	120
Fonseca,Cesarina T	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/19/06	9
Fonseca,Simao	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	9/29/05	272
Rodrigues,Carlos M C	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	4/12/06	77
Penelas,Sebastiao M	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/25/06	3
Ribeiro,Antonio M M	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	1/12/05	532
Costa,Antonio Camilo	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	1/13/05	531
Fiel,Antonio Manuel	10000	00:00.0 OPEN	BAI ANGOLA	NOCA	6/27/06	1

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Louro,Paulo Jorge F	10000	00:00.0	OPEN	null	NOCA	6/15/06	13
Sena,Adalberto L P	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	5/16/06	43
Mendonca,Miguel A	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/25/06	3
Asad,Luay Ai	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	5/23/06	36
Lelis,Luis	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	1/17/06	162
Mata,Oscar Ramalhete	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/27/06	1
Pinheiro,Pedro A S	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/26/06	2
Santos,Alves Alberto	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/13/06	15
Sonnemberg,Jose	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	10/9/05	262
Pizarro,Mario	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/26/06	2
Gallano,Leonete	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	3/26/06	94
Dokolo,Sindika	10000	00:00.0	LOST	BAI ANGOLA	NOCA	3/26/06	94
Rangel,Constancia I A	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	5/28/06	31
Silva,Decio Sadjo	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/11/06	17
Santos,Inokcelina B	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	4/6/05	448
Fernando,Joao	10000	00:00.0	FROZEN	BAI ANGOLA	NOCA	8/21/05	311
Brandao,Andre	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/27/06	1
Cruz Lima,Ludovina	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/9/06	19
Cohen,Luis Candido	10000	00:00.0	LOST	BAI ANGOLA	NOCA	6/30/05	363
M Mendonca,Joao C	10000	00:00.0	LOST	null	NOCA	12/1/05	209
Mendonca,Isabel Maria	10000	00:00.0	OPEN	null	NOCA	2/5/06	143
Fernandes,Joao Tg	10000	00:00.0	OPEN	null	NOCA	4/26/06	63
Bernhard,Peter	10000	00:00.0	OPEN	null	NOCA	3/15/06	105
Mendonca,Alfredo	10000	00:00.0	OPEN	null	NOCA	7/25/05	338
Viegas De Abreu,R D	10000	00:00.0	OPEN	null	NOCA	6/26/06	2
Sita,Antonio Maria	10000	00:00.0	OPEN	null	NOCA	4/9/06	80
Dinis,Weluka P	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	4/27/06	62
Junior,Joao G	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	1/18/06	161
Gomes,David M	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/27/06	1
Neves,Maria Eugenia M	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/18/06	10
Carvalho,Pedro Lago	10000	00:00.0	OPEN	null	NOCA	6/21/06	7
Nascimento,L F	10000	00:00.0	OPEN	null	NOCA	5/5/06	54
Vincente,Alfredo J	2500	00:00.0	OPEN	null	NOCA	6/14/06	14
Vincente,Sebastiao M	5000	00:00.0	OPEN	null	NOCA	6/6/06	22
Escorcio,Herminio J	10000	00:00.0	OPEN	null	NOCA	6/12/06	16
Reis Esteves,A C	10000	00:00.0	FROZEN	FUNDO DE DESEN VOLIMENTO	NOCA	1/16/06	163
N P Diogo,Manuel	10000	00:00.0	OPEN	FUNDO DE DESEN VOLIMENTO	NOCA	6/10/03	1114
Louro Palhares,P P	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/5/06	23
Carneiro,Francisco H	10000	00:00.0	OPEN	MINISTERIO DAS OPPAS PUBLI	NOCA	7/13/04	715
Furtado,Antonio Gomes	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	6/21/06	7
Cohen,Luis Candido	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	3/21/06	99
M Mendonca,Joao C	10000	00:00.0	OPEN	null	NOCA	4/23/06	66
Dokolo,Sindika	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	4/26/06	63
Silva,Marco P C P	10000	00:00.0	OPEN	BAI ANGOLA	NOCA	3/3/06	117

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PPM

Gillian E Bachstein/HBUS/HSBC
05/21/2007 05:36 PM

To Princely P Muro/HBUS/HSBC@HSBC
cc
bcc
Subject Fw: BAI - credit card program

Let's discuss tomorrow.

Gillian E. Bachstein, Esq. I HSBC Bank USA, NA
First Vice President, Regulatory Risk
90 Christiana Road, New Castle, DE 19720
Phone: 302.327.2114 I Fax: 212.642.4065
----- Forwarded by Gillian E Bachstein/HBUS/HSBC on 05/21/2007 05:36 PM -----

Alan T Ketley/HBUS/HSBC
05/21/2007 05:21 PM

To Gillian E Bachstein/HBUS/HSBC, Cynthia L Maine/HBUS/HSBC@HSBC
cc "George Tsugranes" <george.tsugranes@us.hsbc.com>, "Judy Stoldt" <judy.p.stoldt@us.hsbc.com>, Princely P Muro/HBUS/HSBC@HSBC
Subject BAI - credit card program

Gillian, Cindy

The KYC Profile for Banco Africano de Investimentos is in my inbox awaiting approval.

Before approving I wanted to understand better the credit card program that is in place for this bank and to get some comfort as to who is holding the HBUS credit cards. I therefore obtained a list of the card holders and ran them through Worldcheck to determine if any of the names were notable. Most of the names were unremarkable but a handful listed below are politically exposed people.

I'm not certain of how these cards are physically issued but it could be argued that these people are our as well as BAI's customers. My question is what information is it that we have about these individuals who would be SCCs if they banks directly with us?

Also, if anyone can find an address for the one individual who has so far eluded identification I'd welcome it.

Alan T. Ketley
Senior Vice President, Anti Money Laundering
Tel: 212 525 6147 / Fax: 212 382 7580
----- Forwarded by Alan T Ketley/HBUS/HSBC on 05/21/2007 12:05 PM -----

RAU HBUS
Sent by: Jennifer Jung
05/18/2007 02:41 PM

To Alan T Ketley/HBUS/HSBC@HSBC
cc ICRO ALEs@HSBC, RAU HBUS@HSBC
Subject ALE: BAI c Cards, et al - RAU

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Alan,

The following potential matches were found in WC:

MIALA
Fernando
Subcategory: PEP
Alias(es):
GARCIA MIALA,Fernando
Position: Former Head of Angolan Security Services
Place of Birth: Angola
Location(s):
ANGOLA
2002 - allegedly linked to the Angola-gate scandal. Until Feb 2006 - Chief of Angolan Security Services. Feb 2006 - dismissed. Replaced by Chief Minister of Military Division Manuel Hélder Vieira Dias Júnior (Kopelipa).

AFRICANO
Manuel Antonio
Subcategory: PEP
Position: Cabinet Minister
Location(s):
ANGOLA
Minister of Geology & Mines

VAN DUNEM
Antonio
Subcategory: PEP
Alternative Spelling:
VAN DÚNEM,António
Location(s):
Luanda ~ ANGOLA
Minister in the Office of the Presidency, Secretary of the Council of Ministers.

DOKOLO
Sindika
Subcategory: PEP
Location(s):
Luanda ~ ANGOLA
Businessman. Spouse of Isabel Jose dos Santos. Son-in-law of Jose Eduardo dos Santos (PEP). Feb 1991 - reported that his family own a mining concession and fish import-export company and other businesses. Dec 2002 - married Isabel Jose dos Santos - oldest daughter of Angolan

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President Jose Eduardo dos Santos. May 2006 - inauguration of Colecção Africana de Arte Contemporânea (Sindika Dokolo African Collection of Contemporary Art) - joint promotion of Fundação Sindika Dokolo and SOSO - LAX.

BRANDAO
Andre Luis
Alternative Spelling:
BRANDÃO,André Luís
Subcategory: PEP
Position: Cabinet Minister
Place of Birth: Angola
Location(s):
ANGOLA
Minister of Transport.

CARNEIRO
Francisco Higino
Alias(es):
CARNEIRO,Higino
Subcategory: PEP
Position: Cabinet Minister
Location(s):
Luanda ~ ANGOLA
Dec 2002 - Appointed Minister of Public Works. Former Head of Luanda's Management Commission who was running vacant post of Governor of Luanda. The vacant post had been created by the sacking in Jan 2004, of Simão Paulo. Nov 2004 - Released from position to concentrate on his role as Minister of Public Works. Replaced by Job Capapinha.

ALSO, please provide the full last name for **D, ANA A.**

Thank you,

Jennifer Jung
Reporting & Analysis Unit (RAU)

From: Alan T Ketley on 11 May 2007 13:41

From: Alan T Ketley on 11 May 2007 13:41

To: **RAU HBUS, et al**

Subject: Fw: ALE: BAI c Cards, et al - RAU

There are two strings of e-mails attached here - the first with your questions and the second with

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something of an answer. I'm told we don't have ID numbers only addresses - I hope this helps.

Alan T. Ketley
Senior Vice President, Anti Money Laundering
Tel: 212 525 6147 / Fax: 212 382 7580
----- Forwarded by Alan T Ketley/HBUS/HSBC on 05/11/2007 01:40 PM -----

Alan T Ketley/HBUS/HSBC
04/27/2007 08:13 AM

To Judy Stoldt, George Tsugranes
cc
Subject Fw: ALE: BAI c Cards, et al - RAU

Judy, George

Before I'm prepared to approve the KYC profile for BAI Angola I wanted to run the names of the corporate card holders thru Worldcheck. RAU has responded with a request for more detail on the following names (having cleared the other 80 or so).

Can you liaise with the card folks and see what else you can get on these holders.

Thanks

Alan T. Ketley
Senior Vice President, Anti Money Laundering
Tel: 212 525 6147 / Fax: 212 382 7580
----- Forwarded by Alan T Ketley/HBUS/HSBC on 04/27/2007 08:13 AM -----

RAU HBUS
Sent by: Jennifer Jung
04/26/2007 04:43 PM

To Alan T Ketley/HBUS/HSBC@HSBC
cc ICRO ALEs@HSBC, RAU HBUS@HSBC
Subject ALE: BAI c Cards, et al - RAU

Alan,

No matches were found in WC for the names you've request a search on except for the following individuals. Please provide further information.

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Please provide further information for the individuals listed below
Castro,Jose Manuel
Miala,Fernando Garcia
D,Ana A
Andrade,Joao Alves
Da Cruz,Fernando A
Da Silva,Jose O F
Africano,Manuel A
Fernandes,Carlos A
Dias,Antonio
Ferreira,Jose M R
Van Dunem,Antonio
Coelho,Antonio J T
Coelho,Antonio J T
Rodrigues,Carlos M C
Ribeiro,Antonio M M
Pinheiro,Pedro A S
Pizarro,Mario
Dokolo,Sindika
Brandao,Andre
Bernhard,Peter
Carneiro,Francisco H
Dokolo,Sindika

Thank you,

Jennifer Jung
Reporting & Analysis Unit (RAU)

From: Alan T Ketley on 04 Apr 2007 14:18

From: Alan T Ketley on 04 Apr 2007 14:18

To: **RAU HBUS**

Subject: Worldcheck request

Please run a Worldcheck (nothing more) on each of the names in the attached spreadsheet.

BAI c card.xls

The names are in the first column - the only other information I have about the individuals is that they are all in Angola (or at least, Angolan) and an employer name in the second column.

This is not an urgent request - next week will be fine.

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Alan T. Ketley
Senior Vice President, Anti Money Laundering
Tel: 212 525 6147 / Fax: 212 382 7580

----- Forwarded by Alan T Ketley/HBUS/HSBC on 05/11/2007 01:40 PM -----

Judy P Stoldt/HBUS/HSBC
05/11/2007 01:16 PM

To Alan T Ketley/HBUS/HSBC@HSBC
cc
Subject Fw: BAI Angola documentation

Alan,

The Corp Card team was able to provide the address of the cardholders in question. They did not provide an ID number.

Judy P. Stoldt
Vice President - Anti-Money Laundering Compliance
Tel: (716) 841-6425
----- Forwarded by Judy P Stoldt/HBUS/HSBC on 05/11/2007 01:16 PM -----

Denise M Keller/HBUS/HSBC
05/11/2007 11:51 AM

To Judy P Stoldt/HBUS/HSBC@HSBC
cc Cynthia L Maine/HBUS/HSBC@HSBC
Subject BAI Angola documentation

Hi Judy,

Attached are the documents BAI sent based on our request. Please let me know if you need anything else.

Denise M Keller
Account Manager, Commercial Cards
Global Transaction Banking
HSBC Bank USA, N.A.
One HSBC Center, 20th Floor
Buffalo, New York 14203
Phone: 716-841-4170/ Fax 716-841-7132
email: denise.m.keller@us.hsbc.com

For fastest response, please direct all correspondence to commercial.cards@us.hsbc.com
----- Forwarded by Denise M Keller/HBUS/HSBC on 05/11/2007 11:49 AM -----

"Carla Pataca" <CPataca@bancobai.co.ao>
05/11/2007 11:47 AM

To Denise.M.Keller@us.hsbc.com
cc "Josina Matias" <JMatias@bancobai.co.ao>
Subject FW: BLOCK CARDS

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HSBC-PSI 036698

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Please find attached the required info.
The documentation that we have comes with an ID, but not the passaport. We were enable to help you on this.

regards

-----Mensagem original-----
De: Carla Pataca
Enviada: segunda-feira, 7 de Maio de 2007 15:34
Para: 'Denise.M.Keller@us.hsbc.com'
Assunto: RE: BLOCK CARDS

Yes Denise, we are preparing it. I am going to send it soon

-----Mensagem original-----
De: Denise.M.Keller@us.hsbc.com [mailto:Denise.M.Keller@us.hsbc.com]
Enviada: segunda-feira, 7 de Maio de 2007 15:04
Para: Carla Pataca
Assunto: RE: BLOCK CARDS

Carla,

I sent you an email last week requesting additional informatnion on some cardholders are you able to obtain it for me?

Denise M Keller
Account Manager, Commercial Cards
Global Transaction Banking
HSBC Bank USA, N.A.
One HSBC Center, 20th Floor
Buffalo, New York 14203
Phone: 716-841-4170/ Fax 716-841-7132
email: denise.m.keller@us.hsbc.com

For fastest response, please direct all correspondence to commercial.cards@us.hsbc.com

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****** Bai information needed.xls

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JC/BF

Top questions
ask questions of
cardholders
certify
show to Anne

Maria Molynas-Drazal

From	Maria Molynas-Drazal	Title	First Vice President
Phone	525-8279	WorkGroup	USA/Canada Banks
Date	22 Feb 2001 17:17	Location	452 5th Ave, Floor 5

To: Beth Fisher
cc: Paula Durand, et al
Subject: Banco Africano de Investimento - Angola

report → send to

Beth,

In connection with the recent request from Irma Leiva to increase secured Banknote limit to $6m from $2m for the subject counterparty, Roger Yockel posed a question whether we have proper KYC and controls in place for this type of business. I know that KYC has been completed. Could you please respond to Roger's question directly to me and copy Roger, Joe, Rita and Paula. Thank you.

Maria

we want to know
Know customer
Know verify source of funds.
expected use purpose
person exists.
monitoring

4/3/01

Govt officials → good + bad
source of funds?
1. how to protect HSBC - cert. from BAi —
how do you know
ID —
top 10 kyc questions
per application
Maintainance form

2. activity monitoring

HBUS doesn't need
kyc on every one
will
really do work @ Somergol

also general:
BAi -
A/C
opening procedures

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Permanent Subcommittee on Investigations
EXHIBIT #134 - FN 1725

HSBC-PSI 036788

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HSBC

Note
23 Feb 2001 09:19

From:	Beth Fisher	Tel:	212-525-6644
Title:	First Vice President	Location:	452 5th Ave, Floor 05
WorkGroup:	USA/Canada Banks	Mail Size:	6913

To: Maria Molynas-Drazal
cc: Roger Yockel, et al

Monthly report - for patterns

Subject: Re: Banco Africano de Investimento - Angola

Maybe Elizabeth (George - busy w/ wires)

Re: Banknotes
This is an existing banknotes customer (since Dec99) and a USD accountholder (since Apr98), so the KYC was completed three years ago.
I am assuming Roger's question relates to BAI's SECURED Corp. Credit Card line, which we have been discussing for the past couple of weeks.

Re: Corp. Credit Cards
BAI visited us last week for two full days (Mr. Ricardo Viegas D'Abreu, Director de Estudos e Projectos... i.e. COO), and we discussed KYC issues and the credit card program in great detail, including a conference call with the Corp. Credit Card division in Buffalo.
I have eight pages of hand-written notes, from which I will write a Call Report. However, in the interest of time, please refer to the relevant points below:

In summary:

- HBUS Overseas Corp. Credit Cards: The Credit Card division in Buffalo started the Overseas Credit Card Program a year ago. (They have corp. credit card customers in Spain and the U.K. and are anxious to expand this business.) Two major issues in question for the approval of this product were: (1.) KYC information (which the respective RM must provide) and (2.) TAXES (as there would be international tax consequences on interest from the finance charges, consolidated billing (monthly auto-debit) is mandatory... credit card bills must be paid immediately each month, so finance charges do not accrue.)
- No Cash withdrawals: BAI does not want cardholders to have the ability to withdraw cash; and Buffalo in fact is able to restrict the cards from cash withdrawal.
- F/X Controls: Angola (as many other countries around the world) is a cash-based society with a dual-currency system (local currency and USD). As the credit card product is new in Angola, BAI worked very closely with their Central Bank to gain local approval for this product. The Central Bank just established new regulations for this purpose, including the limit of $10K max per card. Additionally, to balance F/X flows, the Central Bank stipulated that the local merchants must also start to accept credit cards. For merchant accounts, they are working with a Portuguese credit card company. Furthermore, many clients have accounts and credit cards outside Angola already (from Portuguese banks).
- Cardholders: BAI emphasized that the cards are for a very select portion of their clientele (Ministers and Heads of companies... including Sonangol, the Angolan oil company.) The major industries in Angola are oil and diamonds; also fishing and agriculture. It is interesting to note that Portugal is still closely involved in Angola's business activities.
- Reporting: BAI is VERY interested in detailed and timely reporting of their customers' credit card activity. We discussed with Buffalo the various methods of reporting.

Roger, please advise if more information is required.

Thank you.

Beth

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EXHIBIT #134 - FN 1726

HSBC-PSI 036789

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BAI – General Comments

Report of Findings (ROF) dated 5/10/06 is on file. Request to FIG for an enhanced due diligence was submitted by PSRR prior to the introduction of the ROF search form and risk scoring.

While the ROF found no evidence of money laundering, terrorist financing or other substantive criminal activity regarding BAI, its ownership or its top executives, FIG noted that BAI should be considered for classification as a SCC since one of its major shareholders, Sonangol (owned by the Government of Angola), and one of its Directors, Manuel Domingos Vicente, were listed on World-Check as a Politically Exposed Persons (PEP).

George Tsugranes, concluded that SCC status is not warranted based on the following: "As Sonangol's stake is not very large (and 1 of 8 owners with 5% or more) and the fact that the director noted is not apparently involved in the day-to-day operations, I would not make this acct an SCC. If the GRM/RM notes anything different which may warrant a review of the SCC status, please let me know." (email copy dated May 10, 2006 is on file).

OWNERSHIP & MANAGEMENT CLARIFICATION:

ROF dated 5/10/06 noted the following information sourced from Bankers Almanac:

Most Current Ownership Breakdown Found (5% or higher):

Sonangol, Luanda – 17.5%
Service Group, Luanda – 8%
Investec Bank Ltd, Sandton – 7.5%
Arcinella Assets SA – 7%
Sforza Properties SA – 6.5%
Amer-Con Corp, Miami – 6%
Dabas Management Ltd – 5%
Jose Carlos Recio – 7.5%
(www.bankersalmanac.com, accessed on 5/10/2006).

Most Current List of Top Executives Found:

Mario A Palhares, Chairman of the Board
Jose Castro Paiva, Vice President of the Board
Ana Paula Gray, Vice President of the Board
Jose Boyol, Director
Teodore J Giletti, Director
Eng Manuel Domingos Vicente, Director
Jose Boyo, General Manager

A copy of client's new US PAC executed on Sept 20, 2006 on file provided a new shareholding structure. Sections II & VIII of the KYC profile have been updated accordingly.

A listing of the BAI's new Corporate Officers along with background information provided by the GRM on 10/25/06 has also been updated in the KYC profile.

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